

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

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In Re:) Case No. 19-30088
) Chapter 11
PG&E CORPORATION AND PACIFIC)
GAS AND ELECTRIC COMPANY) San Francisco, California
) Wednesday, June 26, 2019
Debtors.) 9:30 AM
)

MOTION OF DEBTORS PURSUANT TO
11 U.S.C. SECTIONS 502(b)(9)
AND 105(a), FED. R. BANKR. P.
2002, 3003(c)(3), 5005, AND
9007, AND L.B.R. 3003-1 FOR
ORDER (I) ESTABLISHING
DEADLINE FOR FILING PROOFS OF
CLAIM, (II) ESTABLISHING THE
FORM AND MANNER OF NOTICE
THEREOF, AND (III) APPROVING
PROCEDURES FOR PROVIDING
NOTICE OF BAR DATE AND OTHER
INFORMATION TO ALL CREDITORS
AND POTENTIAL CREDITORS BY
PG&E CORPORATION [1784]

MOTION OF THE AD HOC GROUP OF
SUBROGATION CLAIM HOLDERS
PURSUANT TO 11 U.S.C. 105(a),
107(b), AND 501 AND FRBP
3001(a) AND 9018 FOR ENTRY OF
AN ORDER APPROVING PROPOSED
MODEL OMNIBUS INSURANCE
SUBROGATION PROOF OF CLAIM
FORM FOR SUBROGATION CLAIMS
AND RELATED PROCEDURES FILED
BY AD HOC GROUP OF
SUBROGATION CLAIM HOLDERS
[2044]

1 MOTION OF THE OFFICIAL
2 COMMITTEE OF TORT CLAIMANTS
3 PURSUANT TO 11 U.S.C. SECTION
4 105(a) AND 501 AND FED. R.
5 BANKR. P. 3001(a) FOR ENTRY
6 OF AN ORDER APPROVING
7 PROPOSED MODEL POLICE OFFICER
8 FORM FOR FIRE CLAIMS AND
9 RELATED PROCEDURES FILED BY
10 OFFICIAL COMMITTEE OF TORT
11 CLAIMANTS [1824]

12 MOTION OF THE OFFICIAL
13 COMMITTEE OF TORT CLAIMANTS
14 PURSUANT TO 11 U.S.C. SECTION
15 105(a) AND 501 AND FED. R.
16 BANKR. P. 3001(a) FOR ENTRY
17 OF AN ORDER (I) ESTABLISHING
18 A BAR DATE FOR FILINGS FIRE
19 CLAIMS, (II) APPROVING A FORM
20 AND PROCEDURES FOR NOTICE OF
21 THE BAR DATE FOR FILING FIRE
22 CLAIMS, AND (III) APPROVING
23 SUPPLEMENTAL PROCEDURES FOR
24 NOTICE OF THE BAR DATE TO
25 FIRE CLAIMANTS [2297]

APPLICATION OF THE OFFICIAL
COMMITTEE OF TORT CLAIMANTS
PURSUANT TO 11 U.S.C. SECTION
1103 AND FED. R. BANKR. P
2014 AND 5002 TO RETAIN AND
EMPLOY ANGEION GROUP, LLC AS
FIRE CLAIM BAR DATE NOTICING
AGENT EFFECTIVE AS OF MAY 22,
2019 [2303]

MOTION OF THE OFFICIAL
COMMITTEE OF TORT CLAIMANTS
FOR ENTRY OF A PROTECTIVE
ORDER [2419]

1 APPLICATION PURSUANT TO 11
2 U.S.C. SECTIONS 327 AND 328
3 FOR AN ORDER AUTHORIZING
4 EMPLOYMENT AND RETENTION OF
5 DELOITTE & TOUCHE LLP AS
6 INDEPENDENT AUDITOR AND
7 ADVISOR TO THE DEBTORS NUNC
8 PRO TUNC TO THE PETITION DATE
9 [2197]

6 MOTION FOR ENTRY OF
7 PROTECTIVE ORDER PS TO FED.
8 R. BANKR. P. 7026 AND 9014(c)
9 AND 11 U.S.C. SECTION 105(a)
GOVERNING DISCOVERY MATERIALS
AND OTHER INFORMATION FILED
BY PG&E CORPORATION [2459]

10
11 TRANSCRIPT OF PROCEEDINGS
12 BEFORE THE HONORABLE DENNIS MONTALI
13 UNITED STATES BANKRUPTCY JUDGE

14 APPEARANCES:

For the Debtors:

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RICHARD W. SLACK, ESQ.
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10 Tort Claimants: ERIC EVAN SAGERMAN
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12 For Interested Party: DARIO D'GHATALI

13 Also Present: Jeanne Finegan
14 President and Chief Media Officer
of HF Media, LLC

15 Shai Waisman
16 Chief Executive Office of Prime
Clerk

17

18 Court Recorder: MONICA TARTAGLIA
19 United States Bankruptcy
Court
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25 Proceedings recorded by electronic sound recording;
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1 SAN FRANCISCO, CALIFORNIA, WEDNESDAY, JUNE 26, 2019, 9:54 AM

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3 (Call to order of the Court.)

4 THE CLERK: Matter of PG&E Corporation.

5 THE COURT: Mr. Karotkin, good morning. Are you okay
6 with the sequence that --

7 MR. KAROTKIN: Good morning, sir.

8 THE COURT: -- I asked that we follow today? Do you
9 have any problem with that?

10 MR. KAROTKIN: No, sir.

11 THE COURT: Okay. All right, let's do it, then. Do
12 you want -- do you want to make some opening comments? I mean,
13 tell me how you want to.

14 MR. KAROTKIN: Yeah, if you don't mind, sir.

15 THE COURT: Yeah, sure.

16 MR. KAROTKIN: Stephen Karotkin, Weil, Gotshal &
17 Manges, for the debtors.

18 We, of course, have out declarants here in court
19 today. And if I could introduce them, we have Ms. Finegan,
20 president and chief media officer of HF Media, a division of
21 Heffler Claims Group.

22 If she would stand up?

23 THE COURT: Good morning. Thank you for coming.

24 MR. KAROTKIN: And Mr. Waisman, chief executive
25 officer of Prime Clerk.

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1 THE COURT: Guardian, Mr. Waisman. Thank you.

2 MR. KAROTKIN: Your Honor, I'm more than happy to
3 address the questions that you raised in your hearing order
4 that you issued yesterday. And I think, in view of where
5 things stand today, and I think, as you noted in that order,
6 The issues before the Court today are fairly limited. I think
7 that we have resolved most of the issues with respect to the
8 bar date. With respect to the wildfire proof of claim form,
9 there are only a couple of open items that I can go through
10 with you --

11 THE COURT: Well, you know what might --

12 MR. KAROTKIN: -- in a few minutes.

13 THE COURT: -- be helpful? And whether I -- whether I
14 make my comment through the order or the form, I mean, to some
15 extent, the proposed order that you submitted mirrors much of
16 the proof of claim form. And much like -- that I've done in
17 other matters where I have to review something in advance, it's
18 just helpful for me to jot down questions and then just present
19 them to you. And some of them, you might say it's a nonissue
20 or you've resolved it. Others, you might tell me that I'm
21 crazy. And another one, you might say that's a good idea,
22 we'll do it. So I mean, I can go through just a series of
23 questions. And they're really to you, but they're also to the
24 TCC counsel. And it doesn't -- you know, there are questions
25 that are common to both versions of the proof of claim form. I

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1 didn't even have time, with the flush -- flood of activities in
2 the last few days, to even review the proposed order from the
3 TCC. But again, the kind of comments I have are --

4 MR. KAROTKIN: Um-hum.

5 THE COURT: -- common to anywhere.

6 So for example, I have your proposed order with
7 questions right down the line. And I'm more comfortable just
8 running through that way if you're okay.

9 MR. KAROTKIN: I'm okay, but if I could just make a
10 couple of remarks before --

11 THE COURT: Sure.

12 MR. KAROTKIN: -- before we get to that?

13 THE COURT: Sure.

14 MR. KAROTKIN: As we reference in our -- in our reply
15 pleadings, we have reached an agreement with the subrogation
16 claimants --

17 THE COURT: Right.

18 MR. KAROTKIN: -- and their proof of claim form. And
19 to the extent that there are any objections, those have --
20 those have been resolved. And although I know you have
21 questions with respect to the proposed order, we have filed a
22 revised -- a revised order on the bar date. We believe that
23 has resolved --

24 THE COURT: Is that another -- after the one you filed
25 on the 19th?

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1 MR. KAROTKIN: No, no. No. No.

2 THE COURT: Okay, no, that's --

3 MR. KAROTKIN: The one --

4 THE COURT: -- the one I --

5 MR. KAROTKIN: The one that --

6 THE COURT: -- in the markup.

7 MR. KAROTKIN: -- you have before you. And I know you
8 have questions.

9 THE COURT: Yeah.

10 MR. KAROTKIN: I think that, in our view, that has
11 resolved the outstanding objections, particularly, Your Honor,
12 in view of the comments you made in the order yesterday with
13 respect to potential claims based on post-petition events. So
14 I think that you have disposed of that issue by saying that
15 you're not going to address this. So I think it's fair to say
16 --

17 THE COURT: By the way, it's not like a huge can of
18 worms to start speculating about the future.

19 MR. KAROTKIN: I think that your approach is
20 absolutely correct.

21 THE COURT: Okay.

22 MR. KAROTKIN: So I think it's fair to say -- and
23 we'll get to this -- that the only remaining issues relate to
24 the extent and the adequacy of the supplemental notice. And
25 again, as I'll explain further, we have agreed to further

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1 supplement it since what we filed last week. And the second
2 issue is what is the appropriate bar date?

3 THE COURT: Well, I'm kind of treating that as a -- as
4 a discrete question that I want to hear from --

5 MR. KAROTKIN: Yes.

6 THE COURT: -- both sides and anyone else.

7 MR. KAROTKIN: Yeah, we --

8 THE COURT: But I think, again, going back to the way
9 it helps me, some of my points on the form order are really
10 almost nitpicks, but they're nitpicks in the sense that I'm
11 afraid they might be creating confusion --

12 MR. KAROTKIN: Sure.

13 THE COURT: -- in the minds of people that aren't
14 under -- familiar with this. And it -- and therefore, there
15 are comments that are consistent for either or more, whatever
16 we come to.

17 MR. KAROTKIN: Right, we have -- we understand that --

18 THE COURT: Okay.

19 MR. KAROTKIN: -- and, as I said, we're happy to go
20 through that with you.

21 THE COURT: Okay. Should we do that now or do you
22 want to make some more --

23 MR. KAROTKIN: I want to make a couple of more
24 remarks.

25 THE COURT: Okay. Okay.

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1 MR. KAROTKIN: If you don't mind?

2 THE COURT: No, go ahead. Go ahead.

3 MR. KAROTKIN: You seem anxious to get to that order.

4 THE COURT: No. No.

5 MR. KAROTKIN: I want to make it clear, Your Honor,
6 that the original notice that we proposed, in our view, more
7 than satisfied due process. And we now, as you will see, have
8 made two rounds of supplements to that in order to address some
9 of the issues raised by the -- by the tort claimants committee.
10 And I would like to reference, Your Honor, Ms. Finegan's
11 declaration, again, which was filed after the first
12 supplemental notice, which states, in paragraph 6, that the
13 notice plan is one of the largest and most comprehensive notice
14 and media campaigns recommended in bankruptcy history. And
15 that statement, as I said, Your Honor, was made before the
16 additional modifications that I'll go through with you shortly.

17 As the debtors have stated clearly and consistently,
18 Your Honor, since these cases were commenced, a principal goal
19 is to move forward with the administration of these cases as
20 expeditiously as possible so that distributions can be made to
21 the holders of wildfire claims as soon as possible and, in
22 fact, more quickly than distributions would be made in the tort
23 system. Your Honor, we thought that the tort committee shared
24 that goal. It has fiduciary duties to all claimants. We
25 thought they shared that goal and that would be of paramount

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1 interest to them. For reasons that completely mystify us, and
2 I think mystify other parties who are here today, including the
3 unsecured creditors committee, the tort committee apparently
4 doesn't share the goal of moving this case forward --

5 THE COURT: Well, I -- you know, I --

6 MR. KAROTKIN: -- expeditiously.

7 THE COURT: -- what I'd -- what I'd like to do is
8 focus on the issue. And I'll ask the tort committee if they're
9 adamant about January 31st. If they say no, we want it to be
10 February 28th, I might ask for further clarification.

11 But to me, as I tried to say, my decision points today
12 are between October 21st and January 31st. I'm not going to --
13 I'm not going to go outside that range. So that's really --
14 I'd rather not talk about motive, but talk about reason, why
15 one date is better than the other.

16 MR. KAROTKIN: And we'll get to that.

17 THE COURT: Okay.

18 MR. KAROTKIN: But I'd like to point out one other
19 thing. That what actually concerned me the most, Your Honor,
20 and perhaps I find most troubling is that why didn't the tort
21 committee come to us after we filed our motion and say: we
22 have issues with your noticing?

23 Instead, they waited three weeks and they filed their
24 motion, and here we are today with additional motion practice,
25 additional cost and expense, and frankly, if they wanted to

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1 move constructive -- these cases forward constructively, they
2 would have called us. But let me go through, Your Honor, the -
3 -

4 THE COURT: Yeah, again --

5 MR. KAROTKIN: -- changes that --

6 THE COURT: -- those are the kinds of questions that
7 are fair to ask, but I'm not going to try to answer them, I'm
8 not going to ask the other side to answer them.

9 MR. KAROTKIN: But I think it puts things in
10 perspective, Your Honor --

11 THE COURT: I got the --

12 MR. KAROTKIN: -- as to --

13 THE COURT: I got the message.

14 MR. KAROTKIN: -- as to what's going on here today.
15 So I -- if I could, I would like to go through, with you, the
16 additional noticing that we are proposing, again, in addition
17 to what we have --

18 THE COURT: Well, I mean, I've --

19 MR. KAROTKIN: -- already proposed --

20 THE COURT: -- read Ms. Finegan's papers and your --
21 everything else. I mean, I -- it's --

22 MR. KAROTKIN: And there's more --

23 THE COURT: -- it's overwhelming.

24 MR. KAROTKIN: But there --

25 THE COURT: If you want --

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1 MR. KAROTKIN: But there's --

2 THE COURT: -- to add more things --

3 MR. KAROTKIN: -- there's more --

4 THE COURT: Okay.

5 MR. KAROTKIN: There is now more.

6 THE COURT: More -- more was --

7 MR. KAROTKIN: In order to address --

8 THE COURT: Okay. Go ahead.

9 MR. KAROTKIN: -- some additional concerns. And if I
10 could approach?

11 THE COURT: Sure.

12 MR. KAROTKIN: Okay.

13 THE COURT: Do we -- is it something we can put on the
14 screen for other people? Or --

15 MR. KAROTKIN: No, we have copies for them.

16 THE COURT: Well, we also have people in the other
17 courtroom, as well. Okay.

18 MR. KAROTKIN: So if you -- if you look at this chart,
19 Your Honor, this sets forth, with respect to the supplemental
20 noticing program, our original plan and the debtor's current
21 proposed notice plan, which now includes what we supplemented
22 last week, in addition to what we've -- the additional
23 provisions that we've made and added in the last day or so.

24 THE COURT: Okay.

25 MR. KAROTKIN: And it's relatively self-explanatory.

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1 And if you -- if you look at the frequency and reach, you will
2 see that the original -- the original proposal was estimated to
3 reach approximately ninety-five percent of adults eighteen
4 years an older in the four designated market areas. And those
5 DMAs -- the designated market areas, Your Honor, are the four
6 areas --

7 THE COURT: I know -- I know what they are. I read
8 about them.

9 MR. KAROTKIN: -- in which the wildfires occurred.
10 That covers six counties.

11 THE COURT: Um-hum.

12 MR. KAROTKIN: And if not -- if you now look at the
13 comments on the right-hand side, you'll see that it has been
14 increased from 5.8 times reach with, now, the reach increased
15 and designed to cover 95 percent of the target audience an
16 average of ten times. That means they would see it -- a notice
17 ten times.

18 With respect to magazines and print, we have -- we
19 have added national distribution in People Magazine, Sports
20 Illustrated, and Sunset Magazine. I would note that the --
21 that the tort committee requested only that we use People
22 Magazine and Sports Illustrated. We went beyond that.

23 With respect to the newspapers, we added fifteen
24 additional newspapers in Northern California, as requested by
25 the tort committee. And if you look at the right-hand side,

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1 there are now twenty-nine total publications which will run
2 print notices three times in each, other -- in each
3 publication, other than the Wall Street Journal, which will be
4 published once.

5 THE COURT: By the way, I saw this before about
6 publication sequence. What you didn't say or I don't recall
7 was intervals. Is there going to be an interval between each
8 of the publications?

9 MR. KAROTKIN: There will be intervals.

10 THE COURT: But I mean, not like each day. Every week
11 or something, a larger period of time?

12 MR. KAROTKIN: Yes, sir.

13 THE COURT: Okay. And --

14 MR. KAROTKIN: With the first ones starting --

15 THE COURT: That's okay. I don't need to go into the
16 detail.

17 MR. KAROTKIN: Okay.

18 THE COURT: But we have timing as to when that will
19 initially start.

20 With respect to television, there's some term called
21 "TRPs", which I won't try to explain to you because that's
22 beyond my capabilities. But we have increase TRPs to 1,300,
23 and I will note that the tort committee, in its request, had
24 only requested 500, so we've gone above and beyond that.

25 With respect to local radio -- with respect to radio,

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1 that's been increased to add streaming radio. Again, I believe
2 at the tort committee's request, we've added Pandora. And as
3 noted in the comments on the right, there will be ads purchased
4 in four English-speaking and two Spanish-speaking radio
5 stations in each market for a total of thirty-four stations.

6 And then there is a whole host of online -- of online
7 noticing with specific ability to target websites that people
8 in the wildfire areas would frequent, with specific abilities
9 to obtain addresses of people who lived in the area and the
10 ability to track -- and don't ask me how this is done -- the
11 websites that they visit, both in search ads -- both in news --
12 in news streaming types of facilities --

13 THE COURT: It's kind of scary, when you think about
14 it.

15 MR. KAROTKIN: It is very scary.

16 THE COURT: Yeah.

17 MR. KAROTKIN: As well as people who have left the
18 area, where they can track them and find sites they visit on
19 YouTube, Facebook, Instagram, and assure that they get notice
20 that way, as well.

21 And with those -- all of those modifications, we
22 believe -- and our experts can confirm, and they are here
23 today, Your Honor -- that this plan goes well above and beyond
24 what is necessary and addresses any legitimate concerns that
25 the tort committee could have. And Your Honor, I would refer

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1 you -- refer you to Ms. Finegan's declaration -- again,
2 prepared before we added this additional notice -- at paragraph
3 98, where she says: building on the original supplemental
4 notice plan, the revised supplemental notice plan now
5 incorporates additional layers of notice through additional
6 magazine coverage nationwide; an increase in the number of
7 television commercials locally on broadcast, cable, and
8 nationwide through cable television and OTT; more robust local
9 radio coverage and streaming radio; increased impressions
10 online; online video cross-platforms, such as YouTube; and
11 importantly -- and I won't refer to Angeion -- the debtors are
12 leveraging social influencers who have enormous followings and
13 have had their lives affected by the fires.

14 She goes on to say, Your Honor, in paragraph 99, that
15 the reach and frequency of the debtors' supplemental notice
16 plan is estimated as follows. It will reach ninety-five
17 percent of adults age eighteen years and older with an average
18 frequency of eight times in the target four DMAs, the
19 designated market areas, those six counties in which the fires
20 occurred. It will reach over eighty-one percent of California
21 residents eighteen years and older with an average frequency of
22 five times. It will reach seventy-eight percent of adults over
23 the age of eighteen nationwide who live outside of California
24 and moved within the last four years with an average frequency
25 of 2.3 times.

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1 And then she says: when that is combined with the
2 other methods of notice not measured, such as community
3 outreach, the overall effort, no doubt, will achieve -- will
4 achieve greater results.

5 And if you want to hear from Ms. Finegan, she is in --

6 THE COURT: No, I don't.

7 MR. KAROTKIN: -- court today.

8 THE COURT: I read about her background and her
9 explana -- her explanation --

10 MR. KAROTKIN: and I'll further --

11 THE COURT: -- and it's helped.

12 MR. KAROTKIN: -- note, Your Honor -- and again, Ms.
13 Finegan will confirm -- that the typical notice in a class
14 action case reaches only seventy to eighty percent -- seventy
15 to eighty percent, not ninety-five percent -- of the target
16 audience approximately two to three times with a very limited
17 amount of online and other means of notice outreach that our
18 plan includes. Our plan, Your Honor, goes well beyond what is
19 done in any class action, well beyond, Your Honor, what's been
20 done in any Chapter 11 case.

21 THE COURT: We have -- we have bankruptcy principles
22 and we have Mullane, and its progeny, and we have reasonable
23 efforts to give due process. It's not a certainty, it's not
24 positively. And unlike a class action, if I'm not mistaken,
25 if, despite all the efforts in a class action, someone never,

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1 never, ever had notice, that person doesn't suffer a discharge.
2 In bankruptcy, of course, there's the risk of discharge.
3 Although even the case law says certain people don't get a
4 discharge if they never had notice. So --

5 MR. KAROTKIN: Correct --

6 THE COURT: -- this really comes down to the
7 bankruptcy principles of reasonable under the circumstances.
8 It's a judgment call, right?

9 MR. KAROTKIN: Absolutely, and --

10 THE COURT: Okay.

11 MR. KAROTKIN: -- and what I'm saying to Your Honor is
12 this goes beyond reasonable.

13 THE COURT: Yeah. I understand.

14 MR. KAROTKIN: This is the most robust plan that has
15 ever been done.

16 THE COURT: It certainly seems to be that way. And
17 I'll listen to TCC and anyone else who wants to say -- speak
18 against it. But again, I am going to talk about my comments on
19 the order at some point.

20 MR. KAROTKIN: Would you like to do that now or would
21 you like to talk about it?

22 THE COURT: Well, no, and I'm not -- I'm not -- excuse
23 me, I'm not making light of this. My point is that I read Ms.
24 Finegan's declarations, I've read the reports, I was amazed at
25 how complex it is. And this is not -- again, this is not

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1 playing Ms. Finegan and Prime versus Angeion. This is new
2 territory for a lot of us. And just the technology and the --
3 and the thought that goes into all these alternative plans is
4 almost incomprehensible. But we start with the principle that
5 I mentioned is that what the Mullane court taught us whatever
6 hundreds of years ago was and everything since then. So I'm
7 going to listen to anybody that wants to say why I should
8 disapprove this or this proposal, but not now. I'll come back
9 to that when we come to that.

10 MR. KAROTKIN: So --

11 THE COURT: Okay?

12 MR. KAROTKIN: -- would you --

13 THE COURT: Yeah.

14 MR. KAROTKIN: -- like me to address the October 21st
15 date or would you like to --

16 THE COURT: No, I'd rather go --

17 MR. KAROTKIN: -- go through the order?

18 THE COURT: -- on the comments because this is -- I --
19 there may be some back-and-forth, as I said. Unless I'm
20 missing something, it's a simple question of letting the
21 lawyers tell me why I should pick one date or the other or
22 something in between. I'm not going to go earlier than your
23 date, I'm not going to go beyond their date. This is --

24 MR. KAROTKIN: Okay.

25 THE COURT: This is my call to figure out, well,

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1 what's the right thing to do? But let's -- I mean -- I mean,
2 as I said to you before, I -- in my little summary for today,
3 that seems to be what I -- my choices are at the moment.

4 MR. KAROTKIN: Yes.

5 THE COURT: And well, you -- I'll tell you what. As
6 long as you're there, give me what response to the question
7 that I raised about is it really a ninety-five date when you
8 think about it? Because --

9 MR. KAROTKIN: Yes.

10 THE COURT: -- I'm not going to be signing an order
11 today, best case. You know I'm not. And the question is, so
12 let's assume I assign something on your side on July 1. When
13 do the first things start to happen --

14 MR. KAROTKIN: Okay.

15 THE COURT: -- versus when the most untechnical
16 assisted claimant has to drop something in the mail in, you
17 know, Paradise, California to go to New York city. It's --

18 MR. KAROTKIN: May --

19 THE COURT: It's a shorter number of days, right?

20 MR. KAROTKIN: It is. May I approach?

21 THE COURT: Yeah, of course.

22 MR. KAROTKIN: So what you have before you, sir, is,
23 assuming you enter -- I think you mentioned in your order --

24 THE COURT: I just picked it. I mean, look, today's
25 Wednesday, and --

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1 MR. KAROTKIN: Okay, so assume July 1.

2 THE COURT: -- it's going to take time to do it, yeah.

3 Yeah.

4 MR. KAROTKIN: So if you assume July 1, the mailing to
5 all known creditors other than customers, including the mailing
6 to all known -- all known wildfire claimants will be completed
7 by July 8th.

8 THE COURT: And if Prime is going to do it, they're
9 the principal source of putting it all together, stuffing the
10 envelopes, or however they do it --

11 MR. KAROTKIN: And --

12 THE COURT: -- and out they go?

13 MR. KAROTKIN: Exactly.

14 THE COURT: Okay.

15 MR. KAROTKIN: And moreover, Your Honor, these will be
16 all customized --

17 THE COURT: Right.

18 MR. KAROTKIN: -- claim forms for creditors, wildfire
19 claimants, with their names, addresses, to the extent they're
20 scheduled, they'll be referenced to the schedules. Completely
21 customized --

22 THE COURT: Okay, 22

23 MR. KAROTKIN: -- to make it easy.

24 THE COURT: -- yeah, I mean, I've -- particularly if
25 they're non -- they're nontort claimants.

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1 MR. KAROTKIN: Correct.

2 THE COURT: That's another question. But that's a
3 different question.

4 MR. KAROTKIN: All right. The mailing to all
5 customers, which is about seven million pieces, will be
6 completed by July 16th. That leaves ninety-seven days.

7 THE COURT: Okay.

8 MR. KAROTKIN: Until October 21st.

9 THE COURT: Okay. But again, back to -- let's just
10 stick with an individual, not represented by counsel, not tech-
11 savvy, so that they've seen it seventy-five times on their
12 satellite radio. Somebody ideally will get it no earlier than
13 around July 8th, and then there's a deadline if they drop it in
14 the mail rather than going to one of the service centers. It
15 will be mailed, and it has to get there by --

16 MR. KAROTKIN: October 21.

17 THE COURT: Well, it would have to get there by
18 October 21st. So presumably it has to be mailed a few days
19 prior. That's all.

20 MR. KAROTKIN: Okay. So that a hundred days. Let's
21 say a hundred days.

22 THE COURT: So you're saying a hundred days, okay.

23 MR. KAROTKIN: Okay.

24 THE COURT: All right.

25 MR. KAROTKIN: The customers would all be completed by

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1 July 16th. So ninety-seven days to October 21st. So if you
2 wanted to say ninety-two days, that's fine. The first
3 newspaper --

4 THE COURT: I think -- by the way, I think it is the
5 tort victims who we're really focusing on the need to do this
6 kind of notice, right? I mean, they are the ones who -- it's
7 not to say that a contractual claimant isn't entitled to due
8 process either, but contractual claimants typically are on
9 schedules, maybe don't have to file claims at all, and there's
10 a much less pressure in terms affording due process, right?

11 MR. KAROTKIN: Correct.

12 THE COURT: Okay.

13 MR. KAROTKIN: And again, I think that we took that
14 into account.

15 THE COURT: Right.

16 MR. KAROTKIN: This is more than adequate time. And I
17 think, Your Honor, you will know from the pleadings that other
18 parties here representing tort claimants certainly are
19 comfortable with the date we've selected.

20 THE COURT: Yes.

21 MR. KAROTKIN: I think, Your Honor, the tort committee
22 is the lone wolf out there asking for an extended bar date.
23 Newspaper publication recommends within seven days after entry
24 of the order.

25 THE COURT: Again, when I asked you before about on

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1 the newspapers, I asked you what the frequency was, and it's
2 going to vary with publication, but it seemed to me there
3 should be a publication no later than a date also because --

4 MR. KAROTKIN: Yes, yes.

5 THE COURT: -- if you publish something on October 20,
6 that's not very helpful.

7 MR. KAROTKIN: No. It will be --

8 THE COURT: Right?

9 MR. KAROTKIN: Yeah. I think if it's not in the
10 proposed order we will certainly include in the proposed order
11 that publication shall be no later than a certain date the
12 first time, the first publication.

13 THE COURT: Well, no, the last publication, also. I
14 mean, again --

15 MR. KAROTKIN: Oh, yeah.

16 THE COURT: What good is a mailing on October 20th do?

17 MR. KAROTKIN: We can put in the sequencing of --

18 THE COURT: Okay.

19 MR. KAROTKIN: -- all of it if you'd like. The TV and
20 radio spots we commence within two weeks of entry of the order,
21 again assuming July 1st, that would be July 15th and --

22 THE COURT: Okay. I've got all the points right here.

23 MR. KAROTKIN: Okay. So again --

24 THE COURT: And --

25 MR. KAROTKIN: -- with that type of a timetable, we

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1 believe that there is again --

2 THE COURT: And when is the drop centers -- when are
3 they staffed and open for business, the four or five places?

4 MR. KAROTKIN: July 15th.

5 THE COURT: The 15th. So they will be physically
6 manned by --

7 MR. KAROTKIN: Yes.

8 THE COURT: -- human beings during at least business
9 hours?

10 MR. KAROTKIN: Yes.

11 THE COURT: Beginning on July 15th?

12 MR. KAROTKIN: Yes.

13 THE COURT: Okay.

14 MR. KAROTKIN: And again, Your Honor, we've agreed to
15 a pretty simple claim form.

16 THE COURT: I know.

17 MR. KAROTKIN: Okay. So it's not burdensome for
18 someone to complete the claim form.

19 THE COURT: Well, that's easy for you and me to know,
20 but it might be really very burdensome for someone who is
21 traumatized and intimidated by the legal system and doesn't
22 understand what a bar date means, you know --

23 MR. KAROTKIN: And we've tried to make --

24 THE COURT: -- et cetera.

25 MR. KAROTKIN: -- abundantly clear.

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1 THE COURT: Okay.

2 MR. KAROTKIN: Okay.

3 THE COURT: All right.

4 MR. KAROTKIN: So I think that again with this
5 timetable and the amount of notice we clearly believe we
6 satisfied all the requirements of due process under Mullane,
7 and I'm happy to go through the order if you'd like to do that.

8 THE COURT: Okay. If you're more comfortable back at
9 counsel table just to --

10 MR. KAROTKIN: No. I'm fine up here.

11 THE COURT: Okay. Well, I mean look, I just went
12 through it as much as I would do if I were reviewing a
13 disclosure statement. I'd just say, well, wait a minute. What
14 does this mean? Why is this here? So I'll start with page 3
15 of the proposed order which is the ordering paragraph.

16 MR. KAROTKIN: Can I just ask a question?

17 THE COURT: Yeah.

18 MR. KAROTKIN: Are you looking at the claim or the
19 mark?

20 THE COURT: The claim.

21 MR. KAROTKIN: Can you give me one second?

22 THE COURT: Sure. Yeah. Again, that's why if you're
23 ready -- if you're more comfortable at counsel table, that's
24 fine with me.

25 MR. KAROTKIN: Okay.

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1 THE COURT: Well, my first comment is on paragraph 3,
2 which is page 3 of the proposed order, your proposed order, and
3 it's a simple question, you and I are bankruptcy professionals
4 as are a lot of people from the room here, but the capitalized
5 term, bar date, isn't defined anywhere. Where does someone
6 reading this know what a bar date is?

7 So in my mind, there should be, this means a deadline
8 by which you have to do something. And I'm not unwilling to
9 either back off of this or have some other alternative, but I'm
10 worried about people that are overwhelmed by the complexity of
11 something like a notice like this. So I don't think bar date
12 is a defined term in this document. Maybe I missed it.

13 MR. KAROTKIN: It's on the next page, Your Honor.

14 THE COURT: Well, where is it because I didn't see it,
15 but I went through -- I went through these things carefully,
16 and I might have missed it.

17 MR. KAROTKIN: We can certainly clarify it, but on the
18 next page, it's clear what the date is.

19 THE COURT: Just tell me what line to --

20 MR. KAROTKIN: It's on line --

21 THE COURT: No. Not the date. The term. What does
22 the term bar date mean to a layperson? You and I know what it
23 means.

24 MR. KAROTKIN: I understand.

25 THE COURT: What does it mean?

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1 MR. KAROTKIN: We can clarify that.

2 THE COURT: What, but what -- give me the simple
3 answer. You are --

4 MR. KAROTKIN: The bar date means the last --

5 THE COURT: -- an uneducated victim of a fire who
6 lives in the woods somewhere. What does it mean when, oh, my
7 God. There's a bar date? What does it mean? He says, I keep
8 hearing it on the radio and I keep reading on my newspaper and
9 I keep getting it on the TV. What does bar date mean to me?
10 So can't we just say, this means the date of October bland or
11 whatever date that your claim must be filed?

12 MR. KAROTKIN: Yes.

13 THE COURT: Just that simple.

14 MR. KAROTKIN: Sure.

15 THE COURT: In bold letters.

16 MR. KAROTKIN: And in the notice, the summary notice,
17 I believe it does say that, but yes, we can certainly clarify
18 that.

19 THE COURT: The next question, again, is one of those
20 things like, why am I even asking this question, and that's in
21 footnote 2, the term, Northern California wildfires is a
22 defined term to exclude the fire that happened in 2016. The
23 Ghost Ship fire happened in 2016. And so when you read the
24 definition of Northern California wildfire, it's not in there.
25 It wasn't a wildfire in a traditional sense like a forest fire.

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1 It was a tragedy at a building where a lot of people died, but
2 everybody in the Bay area and in Northern California knows
3 about the Ghost Ship fire. So it's just a definition thing.

4 MR. KAROTKIN: Okay.

5 THE COURT: And I don't -- again, I don't care how you
6 solve it. I want to make sure we're not inconsistent with the
7 documentation. That's all.

8 MR. KAROTKIN: Okay. We can include that.

9 THE COURT: Okay. So in the standard form -- now,
10 this is the -- the next question on the next page on page 4 on
11 the standard claim, not the wildfire claim, where in the small
12 print, little i, and this is in 7-B, standard claim, little ii,
13 be denominated in lawful currency.

14 Well, it seems to me, he ought to say, if known,
15 because we are allowing, and your forms allow people to file a
16 claim without quantifying their claim, right? And a lot of the
17 tort victims don't have to quantify their claim at this point.

18 MR. KAROTKIN: Okay.

19 THE COURT: So do you have a problem just saying --
20 and this would show up in several cases. Again --

21 MR. KAROTKIN: Sure.

22 THE COURT: Mr. Karotkin, I don't want to put you on
23 the spot. These are comments that I have, and if you have
24 sober reflection in conferring with your colleagues and clients
25 and others and say, wait a minute. There's a problem. I don't

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1 want you to feel that these are nonnegotiable for me or
2 anything, but this is why we're having this conversation. And
3 sorry I was taking so much time with everyone listening, but I
4 think it's important to me that a person who doesn't know how
5 to quantify the claim isn't -- is not cut out because he or she
6 hasn't done it. And it's the same question that shows up for
7 the wildfire claims, and I just happened to think of it on the
8 standard claim form first. You follow me?

9 MR. KAROTKIN: Yes.

10 THE COURT: Okay. And then again, a question that's
11 pertinent to each of these paragraphs, why does the language
12 say that if the claimant is not an individual, it has to be
13 signed by an authorized agent? Why can't an agent for an
14 individual sign as well like they do all the time?

15 In other words, it says, the documentation must be
16 signed by the claimant or if the claimant is not an
17 individual -- well, individual claimants can have their agent
18 sign for them, too. Lawyers do it all the time, right, unless
19 there's a particular reason why you are insisting that the
20 claimant --

21 MR. KAROTKIN: No. We can fix that.

22 THE COURT: Well again, I just want to -- I don't want
23 a trap. I don't to have a situation six months from now where
24 we have a claim objection. Wait a minute, attorney so and so
25 signed for Ms. Smith in the forms that Ms. Smith had to sign.

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1 Again, you decide whether this is a substantive issue. If not,
2 let's --

3 MR. KAROTKIN: We can fix that. It certainly wasn't
4 designed to be a trap. That I can assure you.

5 THE COURT: I didn't suggest it. Okay. Here's a
6 broader question that's a bankruptcy lawyer question. And this
7 has to do with -- still on page 4, subparagraph C. And the
8 language is there, really, for the standard -- or my question
9 is for the standard proof of claim as well as the wildfire
10 claim.

11 But the standard proof of claim, generally, is for
12 people that chose to be creditors, and they know what it means.
13 And that is this, Mr. Karotkin. I'm inclined to say, where you
14 put in there -- states that, as of the petition date what your
15 claim is, is adding something like, even if calculated later,
16 because again, you and I know that the petition date is a
17 critical date for proofs of claim. But we also know that,
18 particularly with torts, lots of times the calculation occurs
19 much later.

20 And so it seems to me the proper way for a claim form
21 to assert the claimant's entitlement is the best judgment, as
22 of the -- as of the -- I mean, as of the time you're preparing
23 a claim, what your claim was, as of the petition date, or would
24 be, even if you had to calculate it. You follow me?

25 MR. KAROTKIN: Yes, sir.

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1 THE COURT: So why don't I ask that you make sure
2 you're comfortable with that? And don't decide it right now.
3 If you conclude that something like that is okay, then fine.
4 If it's not okay, I'm not going to make an issue of it.

5 MR. KAROTKIN: Okay.

6 THE COURT: All right. Next question -- well, the
7 next question is on page 5, and it's the same question for the
8 several claims, the same as before, about if known. And so I
9 won't repeat those.

10 MR. KAROTKIN: Okay.

11 THE COURT: On subparagraph E -- let's see. One
12 second. Oh, yeah. What happens, in your mind -- if there is a
13 class suit, or class action, or class proof of claim, what
14 happens to an individual debtor who doesn't file a claim?

15 MR. KAROTKIN: Individual claimant?

16 THE COURT: In other words, I'm looking at
17 subparagraph E on page 5. And so what I wrote in the margin
18 for that is, "What if not separately filed", in other words,
19 what your -- the language says that the holder of the claim
20 must file a claim, even if it's done by class action suit,
21 class -- adversary, et cetera. And my question to you is if
22 Mr. Jones has five counsel representing him in five different
23 class actions, but he doesn't file his own claim, is he out or
24 not?

25 MR. KAROTKIN: The way this is written, yes.

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1 THE COURT: And is that the way the law would require
2 it? In other words, is that the way you understand --

3 MR. KAROTKIN: I -- I --

4 THE COURT: -- is the outcome?

5 MR. KAROTKIN: I believe, Your Honor, you have the
6 authority to do that.

7 THE COURT: Well, but if I -- again, we're back to the
8 question of agent. If I sign up with a group of people, who --
9 again, I don't want to go back to the merits of the motion that
10 I heard this morning, but at least until I make a ruling, there
11 is, nominally, a group of people who believe they're in a class
12 called the Herndon class. And if someone in that class has,
13 through counsel for the class, asserted something, if your
14 position is that the law means the individual is out of luck no
15 matter what, I guess we'd better clarify that. And --

16 MR. KAROTKIN: I think that, Your Honor, to the extent
17 that the attorney representing the class sets forth the
18 information with respect to each claimant, as required by the
19 form, that would be sufficient. But filing a blanket claim on
20 behalf of a class of unknown people with no names, I don't
21 think that works.

22 THE COURT: So if one of the --

23 MR. KAROTKIN: I'm not saying that they don't -- they
24 could have power of attorney to file the claim, like any other
25 power of attorney, if they're representing a claimant --

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1 THE COURT: Um-hum.

2 MR. KAROTKIN: -- to file an appropriate claim and
3 sign that claim. But to file a class claim on behalf of John
4 Doe and a group of unknown claimants, to me, that's
5 inappropriate.

6 THE COURT: Okay. But going back to the power of
7 attorney, so again, let's use the Herndon class today. If I
8 toss that adversary proceeding, but Mr. Gottfried or his
9 colleague, if they file something under a traditional power of
10 attorney for the known people, then it seems to me you're
11 conceding that that would be okay.

12 MR. KAROTKIN: If it includes the information --

13 THE COURT: Right.

14 MR. KAROTKIN: -- with respect to those people --

15 THE COURT: Right.

16 MR. KAROTKIN: -- in the claim form.

17 THE COURT: Got it.

18 MR. KAROTKIN: Yes, sir.

19 THE COURT: Got it. But then, therefore, you see,
20 it's not consistent with --

21 MR. KAROTKIN: Okay.

22 THE COURT: -- subparagraph E. So again --

23 MR. KAROTKIN: We can clarify that.

24 THE COURT: -- it's clarification. Then yeah, now,
25 again, on subparagraph F, it's just a point of -- I'm just

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1 going to make sure I got it right, Mr. Karotkin.

2 The second sentence of paragraph F says that the
3 wildfire claimants are deemed to have filed one claim in both
4 debtors -- against both debtors. But if you're a contractual
5 claimant, you have to -- you have to name one or both of your
6 debtors, specifically.

7 MR. KAROTKIN: Yes, sir.

8 THE COURT: So on the claim form -- and I notice that
9 on the actual claim form, the -- what we'll call the general or
10 the normal claim, it does have the box for the two debtors.
11 But for the wildfire and the several claims, it does not. And
12 that's consistent with your understanding there; that right?

13 MR. KAROTKIN: Yes, sir.

14 THE COURT: That's right?

15 MR. KAROTKIN: Yes.

16 THE COURT: Okay. I mean, I -- my point is that it
17 was one of those things where the first sentence raised the
18 question in my mind. The second sentence answered it, but I
19 wanted to make sure you confirm and so I have no question.

20 Now, next question, and this is a question about Prime
21 Clerk, as much as anything else. What happens when a person
22 files the claim electronically, Prime Clerk? There is a
23 electronic claim form. What do they get back? They get a
24 receipt? They get something? In other words, they get
25 something that shows they're on file or not?

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1 MR. KAROTKIN: May I ask Mr. Weissmann to answer --

2 THE COURT: Yeah.

3 MR. KAROTKIN: -- that question?

4 THE COURT: Yeah, because, look. It's really
5 critical. Think about it when you file something
6 electronically in our court. You get an NEF back.

7 MR. KAROTKIN: Yeah.

8 THE COURT: So Mr. Weissmann, just answer that. What
9 does the claimant who files electronically get, to know that he
10 or she has filed a claim?

11 MR. WEISSMANN: As soon as they hit submit, they are
12 emailed a receipt with a full copy of the claim that was
13 submitted, an actual copy.

14 THE COURT: Okay. I think it would be helpful to say
15 that, because here's my point. And I'm glad that's the answer
16 that you gave me, because if it weren't, I'd probably tell you
17 it has to be the answer. No, but the reason why is, elsewhere
18 in the form, it makes a big deal, saying if you want a copy by
19 mail, send us -- make sure you send one back. If you go to the
20 claim processing center in Chico, bring a extra copy. Well,
21 that's fine. And that's the way -- that's okay.

22 But in this electronic world, because Prime Clerk is
23 going to allow and it has the ability to let a lot of people
24 file electronically, all I want is they get something back.
25 And I think it should say that in here --

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1 MR. KAROTKIN: We'll say that.

2 THE COURT: -- that something -- again, and I don't
3 want to clutter up a very complicated form.

4 And Mr. Karotkin, I don't -- the fact that I'm making
5 these comments, in the context of the order, is really -- it's
6 really a claim form point. I mean, I don't care where we take
7 care of it, but I think you and Mr. Weissmann have answered the
8 question. Okay.

9 So okay. On page 6, you've already told me that the
10 service centers will be staffed, beginning on July 15th. So
11 there's a blank there. I mean it needs to be blank. Yeah.
12 All right. This is where I -- it's on this page where I had
13 made the notation of the question about how do you know your
14 claim got filed electronically. So you're going to answer
15 that.

16 MR. KAROTKIN: Yes, sir.

17 THE COURT: Yeah. This might be a nitpick again. On
18 page 7, the paragraph L, you've got interests in there. And I
19 think it should be -- hold to the claims. I mean --

20 MR. KAROTKIN: Yes, it's a mistake.

21 THE COURT: Yeah, okay. So okay. Again, a lesser
22 point, and that's subparagraph N. You make reference to what
23 the 503(b)(9) claim deadline was. I thought it would be useful
24 just to put it in there. That was just a -- as I recall, it
25 was just a date about twenty days after the petition date,

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1 wasn't it?

2 MR. KAROTKIN: I believe it was.

3 THE COURT: Yeah. Well, let's just put it in there.

4 MR. KAROTKIN: Sure.

5 THE COURT: Okay. So then on paragraph O, still on
6 page 7, there are two other references to interests, that I
7 think don't belong here. But again, I'll leave it to you to
8 make sure. You take it out if you agree with me that it should
9 be out. I don't need further --

10 MR. KAROTKIN: I'll take a look. I'm not sure I
11 necessarily agree, but I'll take a look.

12 THE COURT: Well, I went back and looked at the rules.
13 Remember, I think we have -- I don't think we have anything in
14 any form order that orders people to file proofs of interest.

15 MR. KAROTKIN: No, no. I think that --

16 THE COURT: And the national rules don't, either.

17 MR. KAROTKIN: I totally agree. I think --

18 THE COURT: Okay.

19 MR. KAROTKIN: -- that this may reflect that, to the
20 extent you have a claim -- to the extent you're a stockholder
21 and you have a claim -- a dollar claim --

22 THE COURT: No, it's a claim.

23 MR. KAROTKIN: -- this would require you to file.

24 THE COURT: No. No, you don't. If you're a
25 stockholder, you're a stockholder.

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1 MR. KAROTKIN: No, no. But if you had --

2 THE COURT: You mean like a --

3 MR. KAROTKIN: -- a dol --

4 THE COURT: -- preferred stock?

5 MR. KAROTKIN: -- a rescission claim. Let's assume
6 something like that.

7 THE COURT: Look. We --

8 MR. KAROTKIN: Yeah. I'll look --

9 THE COURT: Move on.

10 MR. KAROTKIN: -- at that.

11 THE COURT: I don't need anything back. The next time
12 I see this, hopefully, I'll be signing an order, and the word
13 interests will be there or not, as you've chosen. I'm not
14 going to second-guess you on this one.

15 MR. KAROTKIN: Okay.

16 THE COURT: Okay. Page 9.

17 MR. KAROTKIN: 9?

18 THE COURT: Yes. One second. Oh, yeah. This is
19 the -- this is the provision on page 9 in paragraph 12, where I
20 believe you agreed with, perhaps, the TCC that you are cutting
21 out post-petition claims. Because you're saying you don't file
22 a claim -- remember, there are twelve paragraphs of people who
23 don't file claims, right?

24 MR. KAROTKIN: Right.

25 THE COURT: And in paragraph 12, it's a person who

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1 holds a claim for personal injury. And I think you should add,
2 or wrongful death, because that's -- those two always go
3 together. But the question, then, is shouldn't that also be
4 expanded to contractual claims? In other words, a simple
5 contractual claim, you and I can know that a contractual claim
6 that arose on January 30th is not a subject of a proof of
7 claim. Do you have a problem with expanding?

8 MR. KAROTKIN: But Your Honor, this was added to
9 address a particular objection, not -- I don't even think from
10 the TCC -- frankly, an objection we didn't really understand,
11 but we accommodated people.

12 THE COURT: Okay.

13 MR. KAROTKIN: I think this is an extremely unusual
14 provision.

15 THE COURT: Okay. Then I'll withdraw my comment.

16 MR. KAROTKIN: I mean, I would prefer to just
17 eliminate it, entirely.

18 THE COURT: Well, but you've agreed to put it in,
19 so --

20 MR. KAROTKIN: But so I would prefer to leave it the
21 way it is.

22 THE COURT: Then how about at least add, though, or
23 wrongful death?

24 MR. KAROTKIN: Yeah, yeah, of course.

25 THE COURT: Okay. Now, here, the next comment is on

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1 paragraph 4 of page 9. I think one thing that I think you're
2 just ignoring, perhaps, and not to be deceit -- to be tricky is
3 the fact we have a very, very liberal principle in Ninth
4 Circuit about informal proofs of claim. And you can send a
5 postcard to the trustee in bankruptcy, and the Ninth Circuit
6 has said, if it's timely and it asserts a right, it's an
7 informal proof of claim that will survive.

8 And I think that that is -- this paragraph 4 has to,
9 at least, acknowledge that the law, at least in this Circuit,
10 does permit timely, informal proofs of claim. So tell me how
11 you want to do it, because, I mean, I can -- I won't bore you,
12 but I can think half a dozen different instances where the
13 Ninth Circuit has let an untimely claim survive because it was
14 informal but timely.

15 MR. KAROTKIN: I don't think this paragraph, in any
16 way, precludes this. This paragraph was added at the request
17 of a couple of parties, to clarify that, to the extent you
18 timely file something and you amend it, that's not a problem.

19 THE COURT: Right. But if I -- if somebody listens to
20 this hearing and sends you a letter next week that says, Dear
21 Mr. Karotkin, I'm owed 5,000 dollars because my car got
22 burned --

23 MR. KAROTKIN: Yeah.

24 THE COURT: -- you might not agree that that's good
25 enough. But the Ninth Circuit might say, that's a timely

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1 informal proof of claim.

2 MR. KAROTKIN: Well, Your Honor --

3 THE COURT: So I --

4 MR. KAROTKIN: -- I --

5 THE COURT: All I want to do is keep the -- is not
6 mess with the law. That's all.

7 MR. KAROTKIN: But I think that particular piece of
8 paper that I got, whether or not that is a good informal proof
9 of claim, I think, would be subject to analysis on a case-by-
10 case basis, okay?

11 THE COURT: I agree. I agree.

12 MR. KAROTKIN: So I don't think that this language is
13 at all inappropriate. I mean, an informal proof of claim is
14 either good or not good, and it'll be determined at the
15 appropriate time.

16 THE COURT: So you think --

17 MR. KAROTKIN: This was here just to address the
18 situation that people had asked, please make clear that if we
19 file a claim and we amend it, it's still --

20 THE COURT: Do you think that line --

21 MR. KAROTKIN: -- be --

22 THE COURT: -- 22, the phrase, "Extent permitted by
23 applicable law", includes controlling Ninth Circuit authority?

24 MR. KAROTKIN: I don't think this order, in this
25 paragraph, implicates or tries to overrule controlling Ninth

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1 Circuit law on informal proof of claim, in any respect. I
2 don't think --

3 THE COURT: Okay. Again, I will accept your argument.
4 When I hear from other counsel, if they want to make the pitch,
5 I'll listen to them. If they don't make the pitch, I won't
6 revisit again.

7 MR. KAROTKIN: And again, this was actual language
8 requested by some objecting parties --

9 THE COURT: No, I --

10 MR. KAROTKIN: -- which we included.

11 THE COURT: I already said I'm not --

12 MR. KAROTKIN: Okay.

13 THE COURT: -- I'm not going to do anything more.

14 Next page, and that's the top of page 10, and it has
15 to do with the exception for the various California agencies.
16 It says the agency -- "No California agency shall be included
17 in the wildfire claimant, and the claims of any California
18 State agency may be submitted utilizing the standard claim".
19 Is maybe rather than must be? Is there a difference, or do you
20 care?

21 MR. KAROTKIN: No, I don't care.

22 THE COURT: Well, I mean, the fact is "must be" seems
23 to be more --

24 MR. KAROTKIN: I know.

25 THE COURT: -- consistent with what we're requiring.

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1 But that doesn't mean it wouldn't -- maybe -- I don't feel
2 strongly. I just want your opinion on it.

3 MR. KAROTKIN: This, again, was language they
4 requested and --

5 THE COURT: Okay.

6 MR. KAROTKIN: -- we've accommodated them.

7 THE COURT: Then I'll withdraw my comment.

8 On paragraph 6, you say, except for a wildfire proof
9 of claim submitted by the U.S. or any agency, the supporting
10 documentation submitted in connection with wildfire proof of
11 claim, et cetera, is treated as -- shall remain confidential.
12 But is that true? In other words, what -- wait one second.
13 Let me just -- let me make sure I'm clear on this.

14 Yeah, I think you're excepting the California and
15 State and U.S. government, so you're saying, for any wildfire
16 proof of claim, supporting documentation shall remain
17 confidential. But it won't be confidential if it's supporting
18 a claim. So how will it be confidential if a --

19 MR. KAROTKIN: It would --

20 THE COURT: -- claimant includes it?

21 MR. KAROTKIN: Well, what we've provided is to the
22 extent, for an example, that a wildfire proof of claimant
23 submits medical records or things like that. We thought it
24 would be appropriate to maintain the confidentiality --

25 THE COURT: Yeah, but --

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1 MR. KAROTKIN: -- of that.

2 THE COURT: -- but how do you -- how do you assure it?

3 In other words, suppose --

4 MR. KAROTKIN: Well, Prime Clerk would have that
5 information.

6 THE COURT: I know, but what if a claimant takes the
7 standard wildfire proof of claim and attaches something that is
8 personal and files it? What happens? How does it --

9 MR. KAROTKIN: That will be filed with Prime Clerk.

10 THE COURT: Well, maybe. Maybe it'll be filed in
11 Chico at the --

12 MR. KAROTKIN: But ultimately, it will get to Prime
13 Clerk.

14 THE COURT: Okay. So what does Prime Clerk do with
15 the attachment to the proof of claim? In other words -- in
16 other words, look. I understand the issue. And you, in your
17 original form, wanted more stuff, and TCC wanted less stuff.
18 And the U.S. Trustee weighed in on it, and we are where we are.
19 My point is when you say, "Shall remain confidential", invites,
20 well, what if it's not confidential to begin with?

21 So again, I'll take the hypothetical. Here's my proof
22 of claim. Rightly or wrongly, I attached my medical records,
23 and I hand it over to Prime Clerk. Does Prime Clerk extract it
24 out of the proof of claim? I mean, I'm not so sure that's a
25 good practice. So what is the -- what's the result?

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1 MR. KAROTKIN: I think they could do that. But Your
2 Honor, look. As far as we're concerned, we're happy to
3 eliminate this.

4 THE COURT: Again, like so many of the other things, I
5 just want you to think about it and figure --

6 MR. KAROTKIN: Okay.

7 THE COURT: -- out what the better thing to do is. I
8 don't want, any more than you want, individuals to be spreading
9 on the public record things that they don't need to do. And it
10 has nothing to do with whether somebody will have an objection
11 to claim or whether the -- if the phony claim. I mean, the
12 fact of the matter is we know there might be phony claims in
13 this case. But even phony claims, the question is what's
14 confidential; what isn't.

15 So it seems to me that, perhaps, the more correct
16 thing to do is to warn the claimant not to include confidential
17 things, so we don't require it. So again, if I'm the victim,
18 and I was at the Camp Fire, and I lost my home, and I say,
19 well, I'm a victim of the Camp Fire, and I lost my home, and I
20 suffered damages of a million dollars; here's my proof of
21 claim, that seems like it's proper.

22 But if I attach my medical records, it's part of the
23 proof of claim. And I don't believe that we can suddenly make
24 them unconfidential. I --

25 MR. KAROTKIN: Well, the other way to address it is

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1 just to notify people, to the extent they include information,
2 it will not be maintained confidential.

3 THE COURT: Right. In other words, something in this
4 language or in the proof of claim form --

5 MR. KAROTKIN: Right.

6 THE COURT: -- or perhaps more. So whatever we talk
7 about that, okay.

8 Again, in this same language, in same paragraph 6, you
9 say that the information will be provided on a confidential and
10 professionalized-only basis to counsel for the debtors. And
11 don't you think that should also include financial advisors
12 and --

13 MR. KAROTKIN: Well, I think the --

14 THE COURT: -- like we've done elsewhere? I mean, I think that
15 language shows up elsewhere for --

16 MR. KAROTKIN: Okay. I think that based on your prior
17 comment we'll probably eliminate this anyway.

18 THE COURT: Okay. The last comment, and on this page
19 it's at the end of page 7, I think this might be wishful
20 thinking, but what's stated in here is that: "Failure to
21 comply shall not be treated by the creditor", et cetera, et
22 cetera. Wait a minute. Let me rephrase that.

23 Oh, yes. The phrase, "for purposes of voting and
24 distribution with respect to any Chapter 11 plan or plans that
25 may be filed", I think you mean confirmed.

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1 MR. KAROTKIN: Yes.

2 THE COURT: Not filed, because somebody might be
3 filing a claim. All right. Whatever.

4 MR. KAROTKIN: Yes, sir.

5 THE COURT: Now, maybe -- all right. I have a comment
6 on page 11. And I must have missed something here, so please
7 tell me if I missed it, and that has to do on paragraph 9 at
8 the bottom of page 11, it says: "The Wildfire Claim Bar Date
9 Notice.", "ninety-five days prior", et cetera, "debtor will
10 cause to be mailed to Known Wildfire Claimants at the address
11 for their attorney of record".

12 And where is it that they will also be filed and
13 mailed to the claimants? Did I miss that, that the claimant
14 who has an attorney of record isn't going to get the claim?
15 And I thought you said earlier they are going to. So maybe I
16 missed it or maybe there's just a drafting glitch.

17 MR. KAROTKIN: They will get it.

18 THE COURT: Well, that's what I thought.

19 MR. KAROTKIN: Yes.

20 THE COURT: So, I mean, think of the attorneys who
21 have been active in the case. You know who the individual
22 attorneys for certain claimants are. They are going to get
23 them, but their clients are going to get the notice also,
24 right? This is clarified?

25 MR. KAROTKIN: No, no.

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1 THE COURT: Let's take Mr. Singleton as an example.

2 MR. KAROTKIN: Mr. Singleton will get the notice.

3 THE COURT: He represents a lot of the victims.

4 MR. KAROTKIN: Yes.

5 THE COURT: But aren't those victims also getting the
6 notice?

7 MR. KAROTKIN: That was not the intent, no.

8 THE COURT: No?

9 MR. KAROTKIN: No.

10 THE COURT: Why not?

11 MR. KAROTKIN: Because he's the attorney of record.

12 THE COURT: I know.

13 MR. KAROTKIN: He's representing them.

14 THE COURT: But what if the day before one of his
15 clients discharges him?

16 MR. KAROTKIN: But that's the address we -- that's, I
17 believe, the address we have for those people. Hum?

18 THE COURT: But if you have addresses --

19 MR. KAROTKIN: No, no. The address we have for those
20 people is through their attorney.

21 THE COURT: If you have an address for a claimant who
22 has an attorney --

23 MR. KAROTKIN: Yes. If they have it -- if we have an
24 address, they will get it. And we can clarify that.

25 THE COURT: Well, are you clarifying that? Because --

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1 MR. KAROTKIN: Yes.

2 THE COURT: Just -- well, the gentleman -- I can't
3 keep track of your names. Just say who you are.

4 MR. GOREN: Matthew Goren, Weil, Gotshal & Manges.

5 THE COURT: Oh, Mr. Goren, sure. Well, so Claimant
6 Smith, represented by Attorney Jones, both will get the notice,
7 right?

8 MR. GOREN: Correct, Your Honor. If we have a known
9 address, both will get it, but for many of them we only have
10 the attorney of record. That would go to the attorney of
11 record.

12 THE COURT: Okay. But I don't think the language --

13 MR. GOREN: We can clarify that language.

14 THE COURT: I don't think the order, the way it reads,
15 is clear.

16 MR. KAROTKIN: We'll clarify that.

17 THE COURT: Okay. Thank you.

18 Okay. Okay. In paragraph 13 I had a number of
19 questions about the frequency, but we've already talked about
20 that. You've clarified that, so I don't need to go through
21 that again.

22 There seemed to be a slight inconsistency in some
23 terminology. Let me just make sure. I mean, I hate to be
24 nitpicking, but I guess I am being. One second.

25 Yes. Look on page 12. Lines 18 and 19 make reference

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1 again to the "Bar Date" in capitalized terms, but on line 26 it
2 makes reference to the "Bar Date Notice". And I wanted to make
3 sure we're consistent with the -- the title of paragraph 9 on
4 page 11 is the "Wildfire Claim Bar Date Notice", and then I see
5 the phrase, "Bar Date Notice". And again, just be -- I just
6 ask that you be consistent with the terminology on that.

7 MR. KAROTKIN: Sure.

8 THE COURT: I don't need anything further from you
9 now.

10 So at the risk of belaboring this, I'm going to make a
11 few more comments about forms, and you can tell me that they've
12 been resolved.

13 MR. KAROTKIN: Sure.

14 THE COURT: First of all, am I correct, Form A-1,
15 which is what we call the official form, except for putting in
16 the name and the case numbers, this is the actual official
17 form, right? The text of the official form.

18 MR. KAROTKIN: Yes, sir.

19 THE COURT: Okay. So what would you consider about
20 putting a footer on A-1 to say, "not to be used for wildfire
21 claims or wildfire subrogation"?

22 MR. KAROTKIN: I'm sorry. I'm not -- where are you?

23 THE COURT: I'm on page 1 of official form 410, which
24 is your Exhibit A-1, which is what we're calling the general
25 claim form. I'm asking you if you think it would be

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1 constructive to have a footer, at least on the first page if
2 not every page, that not to be used for wildfire claims or
3 wildfire subrogation claims?

4 MR. KAROTKIN: Sure.

5 THE COURT: And I'm not adamant about it. I want your
6 thoughts on it. So putting it into this category of you think
7 about it, talk to whomever you want to talk about it, and if
8 you do it, fine.

9 MR. KAROTKIN: Okay.

10 THE COURT: I won't give you any brownie points, but
11 if you don't do it, I won't criticize you either. I just raise
12 the question.

13 MR. KAROTKIN: Okay.

14 THE COURT: And then -- okay. So I didn't have any
15 other questions about that form.

16 On the wildfire related form, did you and the TCC
17 agree on what the title is going to be? Because I raised the
18 question in my order of yesterday that says that you're using
19 two different forms, right?

20 MR. KAROTKIN: May I approach?

21 THE COURT: Yes. Wildfire related.

22 MR. KAROTKIN: So I think that --

23 THE COURT: Yes, okay.

24 MR. KAROTKIN: The only outstanding issues between the
25 debtors and the TCC with respect to the form, if you look at

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1 the first page, which is highlighted in yellow --

2 THE COURT: Right. The title.

3 MR. KAROTKIN: The title. And then if you turn, Your
4 Honor, to page -- in the instructions, the first page of the
5 instructions, it's highlighted in yellow for you as well.

6 THE COURT: Okay.

7 MR. KAROTKIN: Okay. So the only issue is on the
8 first page whether it's fire claim -- fire related -- fire --

9 THE COURT: Fire --

10 MR. KAROTKIN: Fire claim.

11 THE COURT: Fire claim --

12 MR. KAROTKIN: -- or wildfire related.

13 THE COURT: -- or wildfire related. It doesn't matter
14 to me. But have you agreed to call it wildfire related?

15 MR. KAROTKIN: No.

16 THE COURT: Oh. Do I have to decide?

17 MR. KAROTKIN: I think we're requesting "wildfire
18 related", and they want "fire claim".

19 THE COURT: Do I have to make this decision?

20 MR. KAROTKIN: No. You don't have to make that
21 decision. We can resolve that, okay?

22 THE COURT: Okay.

23 MR. KAROTKIN: And then the only other issue is again,
24 as on page 1 of the instructions, we didn't think it would be
25 appropriate for the editorializing in that paragraph, so our

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1 language is the language that has not been stricken.

2 THE COURT: In the instructions?

3 MR. KAROTKIN: Correct.

4 THE COURT: Okay. Let's stick with the form for a
5 minute.

6 MR. KAROTKIN: Sure.

7 THE COURT: Did you resolve the question that was
8 still open about the TCC's question number 2 in part 1, which I
9 said I thought was okay, was proper? In other words, that was
10 where they put in the box for are you filing on behalf of your
11 family?

12 MR. KAROTKIN: We've included that.

13 THE COURT: Oh, you did? Okay. Well, that was my
14 question.

15 MR. KAROTKIN: Yes.

16 THE COURT: Okay.

17 MR. KAROTKIN: No. What I'm saying is we've -- this,
18 what you're looking at, has been agreed to except for the two
19 highlighted sections.

20 THE COURT: Yes, but I haven't looked at them. You
21 just handed them to me.

22 MR. KAROTKIN: Okay.

23 THE COURT: So it was on my question, so --

24 MR. KAROTKIN: So yes, we included that.

25 THE COURT: Okay. All right. So are there other

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1 changes in the form of the proof of claim so -- that you've
2 made they agreed to that I --

3 MR. KAROTKIN: I don't --

4 THE COURT: Well, I raise -- I raise the question.
5 This is really actually on the form. Part 3 is where there was
6 reference to the Ghost Ship fire in 2016, which raises that
7 questions that I raised before about --

8 MR. KAROTKIN: I believe that's in here.

9 THE COURT: -- terminology. And that was in there.
10 It's in there all along, but that was the point that --

11 MR. KAROTKIN: Yes.

12 THE COURT: -- needed to be clarified in terms of the
13 language, and I had a little bit of a thought about it is --
14 never mind. I won't tell you what my thought was.

15 MR. KAROTKIN: I don't think there are any substantive
16 changes.

17 THE COURT: Okay. Let me look at the --

18 MR. KAROTKIN: Is that --

19 Eric, you -- right?

20 MR. GOREN: No, actually there's one at 11.

21 THE COURT: Which question?

22 (Counsel confer.)

23 THE COURT: What's the question?

24 MR. GOODMAN: I can wait, or I can come up now if you
25 want.

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1 THE COURT: Well, it's just a question about this
2 form?

3 MR. GOODMAN: Yes.

4 THE COURT: Just tell me what it is.

5 MR. GOODMAN: Oh, sure. Can you hear me from here?

6 THE COURT: Yes.

7 MR. GOODMAN: Does it work?

8 THE COURT: Just stand in my corner.

9 MR. GOODMAN: If you go to paragraph --

10 THE COURT: You're Mr. Goodman, right?

11 MR. GOODMAN: Eric Goodman, yes.

12 THE COURT: Okay.

13 MR. GOODMAN: Baker & Hostetler, here on behalf of
14 the --

15 THE COURT: Never mind. Okay.

16 MR. GOODMAN: -- official committee of tort claimants.
17 Paragraph 11, there's a reference here to how much is the
18 claim.

19 THE COURT: Yes. Right. And what's the -- did you
20 both --

21 MR. GOODMAN: We had agreed to include a line with the
22 dollar amount so that our claimants would have the option.

23 THE COURT: I think I picked that up also? Didn't I
24 see I agreed with you on that?

25 MR. GOODMAN: Yes. And the only difference, I think,

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1 is our boxes, first you would check the to be determined amount
2 according to proof, or if you felt that you could put a claim
3 amount down, that you would, in the line, put in the amount as
4 optional. I can't tell from this redline exactly what the
5 clean version looks like.

6 MR. KAROTKIN: It's two boxes.

7 THE COURT: It's two boxes?

8 MR. GOODMAN: Yes. I think the -- this is a very
9 technical issue, but --

10 THE COURT: I understand.

11 MR. GOODMAN: -- they're using the language unknown,
12 to be determined at a later date. They had originally used the
13 term or the word unknown, which to me is ambiguous. It could
14 mean incapable of being known or unknown at this time, which is
15 why we preferred the language that, sort of, had the future
16 context that it would be determined in the future.

17 THE COURT: Well, but then the question is who does
18 the determining? So again, let's say I'm the claimant. I
19 don't have a lawyer. I'm just reeling from all this, and I
20 write down a million dollars, because I don't know. What are
21 you -- I mean, who's going to determine it?

22 And people, you know, under traditional pleadings you
23 don't have to put in an exact amount. Obviously if you're a
24 claimant who has already settled with the company but have not
25 been paid that's easy, because they've got a finite liquidated

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1 number. If you're a victim who hasn't even figured out how to
2 protect your interest, you don't know.

3 So I mean, to me the difference between "unknown" and
4 "unknown, to be determined at a later date", it's six of one,
5 half a dozen of the other.

6 MR. GOODMAN: No, I think that the language here, I
7 just can't tell from this redline document that I was just
8 handed, is the option --

9 If you guys can clarify the record that you're either
10 checking "unknown, to be determined at a later date", you would
11 check that box, or the other option would be you would list a
12 dollar amount.

13 MR. KAROTKIN: Yes.

14 THE COURT: Well, Mr. Karotkin, do you care? I mean,
15 can --

16 MR. KAROTKIN: I thought that we had agreed that this
17 language was fine.

18 THE COURT: Which language?

19 MR. KAROTKIN: It says --

20 THE COURT: Just the word "unknown" or the "unknown,
21 to be determined at a later -- "

22 MR. KAROTKIN: "Unknown, to be determined at a later
23 date". I don't care if you want to just say "unknown".
24 Whatever you --

25 THE COURT: Well, unknown is fairly standard language

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1 --

2 MR. KAROTKIN: That's fine.

3 THE COURT: -- to use on schedules and statements and

4 --

5 MR. GOODMAN: Look, Your Honor, we just tried to
6 accommodate the TCC.

7 THE COURT: Are you okay with this then, though?

8 MR. GOODMAN: My preference, actually, is for
9 "unknown, to be determined at a later date".

10 THE COURT: But again, I'll ask the question then.
11 Who is going to determine it? The claimant? The Court? The
12 debtor on an objection? I mean, all I'm asking is to make this
13 user friendly You and I know what it means. What does it mean
14 to an unsophisticated victim of a fire?

15 MR. GOODMAN: Again, I think that's why having the "to
16 be determined at a later date" is more helpful to an
17 unrepresented fire victim, because they would know by checking
18 the box that it's something that would be determined in the
19 future.

20 THE COURT: Okay.

21 MR. GOODMAN: That's all.

22 THE COURT: All right. Give it to them, Mr. Karotkin.

23 MR. KAROTKIN: No, we already did.

24 THE COURT: Okay. Give it again.

25 MR. GOODMAN: Okay.

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1 THE COURT: Okay. On the instructions I had a
2 question for you more than an a -- more than something. Yes.
3 So you have gone the round. You've accepted, I take it, the
4 TCC suggestion in the instruction, the very first bullet point,
5 fill in the information as of the date the claim form is filed.
6 That changes what you previously had in there as January 29th.
7 Am I accept --Do I read this correctly? You have agreed to the
8 latter?

9 MR. KAROTKIN: Yes.

10 THE COURT: I mean, to the former, their language?

11 MR. KAROTKIN: Yes. Yes.

12 THE COURT: Okay. I think that's the right result.

13 And okay. So you want me to look at -- let me read
14 this.

15 Well, Mr. Karotkin, I'm a little confused by the
16 yellow that you showed me on this form.

17 MR. KAROTKIN: Okay.

18 THE COURT: Because I don't know what I'm --

19 MR. KAROTKIN: Okay.

20 THE COURT: -- what you want and what's in.

21 MR. KAROTKIN: Let me explain --

22 THE COURT: Yes.

23 MR. KAROTKIN: -- the way we think this should read.
24 Okay?

25 THE COURT: Yes. Okay.

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1 MR. KAROTKIN: The first sentence: "You may, but are
2 not required, to attach supporting documents to this form".

3 THE COURT: Right.

4 MR. KAROTKIN: Period. Then if you drop down below
5 the redline language, it says:

6 "Supporting documents will be gathered, maintained,
7 and provided at a later date as instructed by the Court. If
8 you do attach documents, you should attach redacted documents.
9 See the definition of redaction of information below. Do not
10 attach original documents, because attachments may be destroyed
11 after scanning."

12 That's what we are suggesting, rather than the
13 stricken language.

14 THE COURT: Well, but remember, though, that I hadn't
15 exactly indicated if it's confidential, it may not stay
16 confidential.

17 MR. KAROTKIN: Well, I know that. I realize that.

18 THE COURT: Okay. Okay.

19 Mr. Goodman, is it important to you to keep this other
20 language in there?

21 MR. GOODMAN: Yes, it is, Your Honor. Again, it is --

22 THE COURT: And why is that?

23 MR. GOODMAN: Coming at it from the perspective of an
24 unrepresented fire victim looking at this sentence, we wanted
25 to, sort of, give them comfort that, you know, by not including

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1 supporting documentation with the form that was, you know,
2 acceptable at this stage of the case, and to provide them, sort
3 of, a reason or a rationale as to why that would not be the
4 expectation at this point in time.

5 THE COURT: No, I --

6 MR. GOODMAN: We're just trying to make it more reader
7 friendly and less bankruptcy-esque.

8 MR. KAROTKIN: Your Honor, we tried to make it short
9 and simple. The first sentence is pretty clear.

10 THE COURT: I mean, I think the debtors' got the more
11 persuasive argument here. I think it's got to be short and
12 simple. And there's nothing wrong with community outreach, or
13 the committee, or committee members, or individual people
14 spinning all sorts of things. But to me, this is not relevant
15 to the function of this form, so I'm going to stick with the
16 debtors' view on that one language.

17 MR. KAROTKIN: Okay. So --

18 THE COURT: And then, on the same form now, you're
19 going to make a clarification on the confirmation that a
20 claim's been filed. So this is the thing that --

21 MR. KAROTKIN: Yeah, yes.

22 THE COURT: -- you talked before --

23 MR. KAROTKIN: Yes.

24 THE COURT: -- so that needs to be changed.

25 MR. KAROTKIN: Of course.

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1 THE COURT: And then, in the same page where it says
2 understand the terms used in this form, this is where I'm back
3 to -- remember, I asked you either to find the bar date but in
4 the alternative, where it says claim it says a creditor's right
5 to receive payments that are owed on the date the debtor filed
6 for bankruptcy. Stick in January 29th, 2019.

7 MR. KAROTKIN: Yes, sir.

8 THE COURT: Okay?

9 MR. KAROTKIN: Yep.

10 THE COURT: Okay. Let me see if I got any other
11 questions. Okay. Well, I had -- okay, I had just a couple of
12 minor questions on the subrogation claim I'll leave to -- you
13 know, all the things that we've talked about before to the
14 extent that they have any conforming changes, and that is
15 simply the -- right in the proof claim for the subrogation
16 insurers in the second sentence, in the little shaded box. It
17 says include the aggregate total estimated amount of all
18 insurance subrogation claims, and then the words across all
19 individual policies. I just don't know quite what that phrase
20 means, across all individual policies. If the lawyers
21 representing insurance companies --

22 MR. KAROTKIN: Where?

23 THE COURT: -- are comfortable with that, I guess I
24 should be, but I don't know what it means.

25 MR. KAROTKIN: Yeah. This is -- this form was heavily

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1 negotiated with the subro claimants.

2 THE COURT: Okay.

3 MR. KAROTKIN: So I think this is what everyone was
4 looking for, and I think everyone understands it.

5 THE COURT: Except me. That's okay. No, I kind of
6 know.

7 MR. KAROTKIN: Except me.

8 THE COURT: That's fine. I can take your --

9 MR. KAROTKIN: Okay.

10 THE COURT: There are no changes necessary.

11 MR. KAROTKIN: Okay.

12 THE COURT: And I'll accept your statement. Okay,
13 hold on. I'm almost done.

14 Okay. I have a couple of questions on the bar date
15 notice. And again, Mr. Karotkin, if there's already been a
16 resolution of some of these things, I apologize for beating it
17 to death, but here are my few questions. We've already talked
18 about the bar date and we'll -- I'll make a decision before the
19 end of the hearing on what the date's got to be.

20 MR. KAROTKIN: Okay.

21 THE COURT: Yeah. On page 3 of the bar date notice,
22 this again, goes to the discussion of the general claims, the
23 standard claims. And you said before that there -- that the
24 standard proof of claim being sent out to the claimants is
25 going to be personalized, but the form doesn't tell me where

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1 it's going to be. So the -- on page 3, it says the standard
2 proof of claim also sets forth the amount of your claim as
3 listed in the schedules. But I didn't see where that's going
4 to be. Can you show me where that will be in the official
5 form -- I mean, claims form, Form 401?

6 Again, if you don't know exactly, that's okay. But I
7 don't -- I didn't see where the recipient would find it.

8 MR. KAROTKIN: I think -- and Mr. Weissmann can
9 probably answer this question. I think when they customized
10 the form, there is a box which would reflect the scheduled
11 amount.

12 THE COURT: Can you answer that for me, Mr. Weissberg
13 (sic)? Is that right? The form is going to say -- so if John
14 Smith is, not a tort victim, but he's a contractual
15 counterparty to a PPA -- well, that's a poor example. That's a
16 poor example. He is somebody who is owed money for goods and
17 services. It's going to say it on the top or what?

18 MR. WEISSMANN: There will be an insert, Schedule D,
19 E, and F. It will say their name, their address, and the
20 scheduled claim amount so they have that information and they
21 can submit it. For Schedule G, it will say you are contract
22 counterparty. If you believe you are owed money, file the
23 claim.

24 THE COURT: Okay. But leave out the counterparty. If
25 Mr. Smith gets a thing from you that says he's owed 1,000

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1 dollars, then he doesn't have to do anything, right?

2 MR. WEISSMANN: Right.

3 THE COURT: For his 1,000 dollars. Does it say that?

4 MR. WEISSMANN: Yes. If you disagree, you must
5 submit --

6 THE COURT: Okay. So -- but it -- so we're clear,
7 he's getting this information on the proof of claim form. So
8 the proof of claim form, in a sense, says if you agree with
9 this you can throw this in the garbage can.

10 MR. WEISSMANN: Yes.

11 THE COURT: If you don't agree with it, you got to
12 complete it and send it back.

13 MR. WEISSMANN: That's correct.

14 THE COURT: It says something to that effect?

15 MR. WEISSMANN: That is correct.

16 THE COURT: Okay. All right. One second, please.

17 MR. KAROTKIN: We'll obviously make conforming changes
18 to this to the extent of other items you had raised.

19 THE COURT: Yeah, it may -- the proof of claim form --
20 I mean, excuse me, the notice for the wildfire claimant, I just
21 had that same comment that I mentioned before about not listing
22 the Ghost Ship fire in 2016 just to make sure that that's in
23 there, because again, I realize the Ghost Ship fire is a
24 discrete and perhaps some much smaller population of claimants.
25 But they have been treated separately so -- I mean, treated

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1 frequently and often in this form. So the legal notice needs
2 to make sure --

3 MR. KAROTKIN: Yep.

4 THE COURT: -- that they're mentioned in there.

5 Again --

6 MR. KAROTKIN: I believe it's already in there.

7 MR. WEISSMANN: Ghost Ship, yeah. It's in there.

8 THE COURT: Yeah.

9 MR. KAROTKIN: But we'll make sure.

10 THE COURT: Okay. So, again, on the wildfire proof of
11 claim -- I'm sorry, the wildfire notice -- not proof of claim,
12 the notice -- at page 4, we have that same -- yeah, we have
13 that same question that I raised before at line 16 about it
14 must be signed by the claimant.

15 MR. KAROTKIN: Yes. We'll make the same conformity.

16 THE COURT: Yeah, okay. Well, just being -- to use
17 one of the phrases that a number of you are using, to avoid all
18 doubt. Isn't that the phrase that some of you --

19 MR. KAROTKIN: For the avoidance of doubt, yeah.

20 THE COURT: Yeah. The avoidance of doubt. That's
21 going to be the watch word here. The avoidance of doubt.
22 Okay. Final question, just for my information, the notice
23 going to the customer, is that intentionally not going to have
24 a caption? It's just going to be just a form? I mean, we
25 probably have a lot of customers here in the room.

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1 MR. KAROTKIN: This would be on PG&E letterhead, in
2 addition to --

3 THE COURT: Oh, okay. So they're going to get it to
4 the customer --

5 MR. KAROTKIN: This is just for the customers, which
6 will be on PG&E letterhead.

7 THE COURT: I mean, a customer who is a tort victim,
8 or a customer who is a contractual party in contract, they're
9 going to be treated a number of different ways.

10 MR. KAROTKIN: Correct.

11 THE COURT: But a customer who is just a customer, is
12 going to get not a legal pleading, but rather this --

13 MR. KAROTKIN: Correct.

14 THE COURT: -- notice that says here we're telling you
15 this, and if you have a proof of claim -- I mean, if you have a
16 claim, then you have to do it, right?

17 MR. KAROTKIN: Correct.

18 THE COURT: Okay. Again, I'm not going to second
19 guess you on that. Okay. That concludes my comments about the
20 forms and the orders. I don't know whether you would like to
21 take a break, or want to hear from other counsel now, or what
22 would you prefer to do?

23 You know, we do have to talk about some other big
24 issues, and it's ten after 11. We've been going for almost two
25 hours. We can take a break or we can --

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1 MR. KAROTKIN: Whatever your pleasure.

2 THE COURT: No, your pleasure. I'm --

3 MR. KAROTKIN: I'm happy to --

4 THE COURT: I just live here.

5 MR. KAROTKIN: I feel like I do, too.

6 THE COURT: Well, in that case, I have to point out
7 something my courtroom deputy said. Don't say anything to him.
8 I hope you notice the --

9 MR. KAROTKIN: I noticed.

10 THE COURT: -- the memorial glass.

11 MR. KAROTKIN: I did.

12 THE COURT: All --

13 MR. KAROTKIN: I pointed it out to several people when
14 I walked in.

15 THE COURT: All right. If any of you go out the door
16 today and you bash your nose on the door out there with the
17 seal on it, that's the Karotkin memorial seal --

18 MR. KAROTKIN: I appreciate that.

19 THE COURT: -- etched in blood.

20 MR. KAROTKIN: I do. Yes. And black and blue. Black
21 and blue for, like, a week and a half.

22 THE COURT: Yeah. You did sign the release, though,
23 didn't you?

24 MR. KAROTKIN: Yes. Your courtroom deputy made me do
25 that as I left the courtroom that day.

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1 THE COURT: What's your pleasure?

2 MR. KAROTKIN: Okay. I think the subro lawyers want
3 to say something. But we're happy to continue.

4 THE COURT: Okay. Subro. Subro lawyers.

5 MR. FOREMAN: Good morning, Your Honor.

6 THE COURT: Thank you for your time and effort, Mr.
7 Karotkin, and everybody that worked on all these details again.
8 I understand they are getting so stringent about certain
9 things, but it's a lot of work and I appreciate it. Yes?

10 MR. FOREMAN: Good morning, Your Honor. Daniel
11 Foreman, Willke, Farr and Gallagher on behalf of the ad hoc of
12 the subrogation claims. Very quickly, there was a back and
13 forth about the ability to submit supporting documentation on a
14 confidential basis, specifically to our claimants. There's an
15 attachment contemplated in our proof of claim form that the
16 debtors have agreed to receive on a confidential basis, so
17 however that language is changed in the order, we don't want to
18 override that process.

19 THE COURT: Well, what do you think about it? Don't
20 you think it should -- therefore, should not be on the proof of
21 claim, should it?

22 MR. FOREMAN: Well, I don't think it would be attached
23 to the proof of claim. I think it would be -- there's a thirty
24 day period after the proof of claim is submitted where --

25 THE COURT: Okay.

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1 MR. FOREMAN: -- the debtors want more information
2 from us. We're willing to give it, but the way we're willing
3 to give it is through this confidential professional --

4 THE COURT: No, that's fine. And I agree with you.

5 MR. FOREMAN: Okay.

6 THE COURT: I think -- my concern is I don't want to
7 have somebody misled and think they have to disclose
8 confidential stuff and then it's, kind of, hard to unring the
9 bell.

10 MR. FOREMAN: Understood, Your Honor.

11 THE COURT: And Prime Clerk shouldn't be charged with
12 that duty. That's all.

13 MR. FOREMAN: Understood, Your Honor. And we'll make
14 sure that's done very carefully --

15 THE COURT: Okay.

16 MR. FOREMAN: -- on our --

17 THE COURT: Okay. Thank you.

18 MR. FOREMAN: Thank you.

19 THE COURT: Anyone else want to be heard now? Mr.
20 Pascuzzi?

21 MR. PASCUZZI: Yes, Your Honor.

22 THE COURT: Morning.

23 MR. PASCUZZI: Thank you. Paul Pascuzzi, Felderstein,
24 Fitzgerald, Willoughby & Pascuzzi, co-counsel with the
25 California Attorney General's Office. We represent numerous

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1 state agencies, California state agencies.

2 THE COURT: I know who they are.

3 MR. PASCUZZI: They're on our pleading. They change
4 depending on the pleading, just to --

5 THE COURT: They change their names now and then, too.

6 MR. PASCUZZI: Your Honor, just going through -- since
7 you went through your comments, we have a few comments based on
8 your comments and now might be the good time to raise them.

9 THE COURT: Okay.

10 MR. PASCUZZI: Your Honor, with regard to footnote 2
11 in the order, you mentioned adding 2016 to the definition of
12 Northern California wildfires and we had requested that as
13 well. So we agree with that. But also, there were fires in
14 2014, so --

15 THE COURT: And that's what I didn't remember, that.

16 MR. PASCUZZI: Yeah. We had asked for that and we
17 didn't hear back from the debtors. I don't know why there
18 would be any opposition to that, so that's an additional
19 request.

20 THE COURT: Is that -- I mean, I wonder if we're
21 getting into a slippery slope, if it would be better just to
22 take the years out and let the forms speak for themselves.
23 What do you think, Mr. Karotkin, or Mr. Goren?

24 MR. KAROTKIN: It says including without limitation,
25 so I'm not sure I understand the concern. But I'm not aware of

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1 the 2014 fires that --

2 THE COURT: Well --

3 MR. PASCUZZI: Your Honor, there are 2014 CAL FIRE as
4 part of our client list, so they know. Your Honor, the problem
5 is there's two definitions of Northern California wildfires in
6 footnote 2. So, the first one says 2015, '17, and '18 and
7 it'll be added '16. But then on the back, you've got Northern
8 California wildfires include, and they -- you know, there's
9 some 2016 fires --

10 THE COURT: And where is the other place you're
11 looking?

12 MR. PASCUZZI: It's in the same footnote.

13 THE COURT: Oh.

14 MR. PASCUZZI: There's just two different references.

15 THE COURT: Yeah. Yeah, I mean, I think that
16 obviously, the major fires that teased so much attention were
17 the ones that were ignored.

18 MR. KAROTKIN: Your Honor, we can just say --

19 THE COURT: The Ghost fire is separate.

20 MR. KAROTKIN: -- any pre-petition wildfires. Okay?

21 THE COURT: Again, I want you guys to put your heads
22 together and come up with the right thing to do for the people
23 that we're doing this for, because the -- we all know what
24 we're dealing with. Definitions are important, and I don't
25 want the perception to be that somehow the Court or the process

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1 is excluding a category of victims. Even if there's only one
2 victim, that victim is a victim and should be treated
3 accordingly. So, Mr. Pascuzzi, that's fine that you raised it
4 and they'll -- Mr. Karotkin and his colleagues will fix it in
5 some way.

6 And then this is going to change the forms, too. I
7 mean, there's going to be some conforming changes to be
8 consistent.

9 MR. PASCUZZI: The second one, Your Honor, was in
10 paragraph 3(0)(12).

11 THE COURT: This is on which, the form or the order,
12 or what?

13 MR. PASCUZZI: Of the order.

14 THE COURT: Okay.

15 MR. PASCUZZI: Your Honor, you had mentioned -- this
16 was the exclusion --

17 THE COURT: Yeah.

18 MR. PASCUZZI: -- from needing to file a claim --

19 THE COURT: Right, right.

20 MR. PASCUZZI: -- for a personal injury or property
21 damages to the extent they arise from an event that occurred
22 after the petition date of January 29.

23 THE COURT: Right.

24 MR. PASCUZZI: We had raised in our pleading that
25 state agencies like CAL FIRE, who have reimbursement costs for

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1 dealing with the fires, don't have property damage or personal
2 injury type claims. So you had suggested contractual. Our
3 issue is statutory. They're statutory based, so --

4 THE COURT: But they're pre-petition claims, right?

5 MR. PASCUZZI: They are pre-petition claims, but the
6 point of this paragraph is to say that if there's a fire after
7 the petition date, these deadlines don't apply to that type of
8 claim.

9 THE COURT: Well, what do you want to do? I mean,
10 what --

11 MR. PASCUZZI: Well, I would like -- you had suggested
12 adding contract claims, and we would suggest adding contract
13 claims and statutory claims.

14 THE COURT: Well, Mr. Karotkin, you were adamant about
15 not expanding it, but it seems to me there's no harm here.

16 MR. KAROTKIN: Your Honor, I thought you addressed in
17 your order yesterday you weren't going to get into whether
18 there are future claims or not future claims, or what happens
19 with --

20 THE COURT: No.

21 MR. KAROTKIN: -- it post-petition --

22 THE COURT: I wasn't. I wasn't. And if there is
23 another fire in 2019, everybody has to figure out what does
24 that mean. But I don't think Mr. Pascuzzi is asking that.

25 MR. KAROTKIN: I think he is.

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1 THE COURT: Well, do you?

2 MR. PASCUZZI: Your Honor, I'm asking for
3 clarification so that we know what we need to file our claims
4 for. And it should be clear.

5 MR. KAROTKIN: I think Mr. --

6 MR. PASCUZZI: There should be a clear line.

7 MR. KAROTKIN: I think he should answer your question.

8 THE COURT: Wait. One at a time.

9 MR. PASCUZZI: There should be a clear line, Your
10 Honor, and if there is a fire or something that happens after
11 the petition date, we'll deal with it. But as far as having to
12 file a proof of claim for something, it should only be dealing
13 with events that happened prior to the petition.

14 THE COURT: Well, let's pretend we have a run-of-the-
15 mill every day type case. We wouldn't have a discussion. We'd
16 have a bar date and the bar date would say what it says. And
17 if there was an accident by -- a PG&E truck ran over somebody
18 on Golden Gate Avenue on the day after bankruptcy, that would
19 not be a pre-petition claim. The issue, I think -- and this
20 goes back to something that Mr. Gilliam and others were raising
21 before is what if the events have occurred, but it hasn't given
22 actual fire? What if the utility has done something
23 negligently that sets the stage for a fire?

24 The Court and the cases have told us fair
25 contemplation, what is and what isn't pre-petition. But I

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1 think if we -- I mean, you're also making a good argument that
2 Mr. Karotkin made of taking out paragraph 12 and letting the
3 law solve the problem for us, right?

4 MR. PASCUZZI: Well, I am but I'm not, because I think
5 there needs to be fair notice to the parties. And I think this
6 was a good start. And I think we like the fact that it would
7 be limited to things -- events that happened pre-petition, but
8 just limiting it to property damage or personal injury was the
9 issue. You had indicated wrongful death. I'm just
10 indicating --

11 THE COURT: Well, but I mean, I used wrongful death
12 because wrongful death and personal injury always get linked
13 together, you know? It really was the broader question of
14 something else. Well, again, let's come up with a solution.
15 What do you recommend? And then I'll see if --

16 MR. PASCUZZI: Adding contract and statutory to
17 personal injury and property damages.

18 THE COURT: So that is a statement of the law. But
19 what happens if you have a claim that, in fact, arose
20 prepetition but you don't know about it, or you don't -- you
21 had the fair contemplation -- let me try a different way. If
22 we don't have anything in here, the law tells us that the
23 petition date is the pivotal date anyway. The courts have
24 talked about fair contemplation. If you couldn't have
25 anticipated that you had a claim, you wouldn't be affected.

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1 In fact, if the company really is solvent, as many
2 people say and really survives, having a post-petition claim is
3 probably a better thing to do, right? So the point is if we
4 took paragraph 12 out and just said -- or we changed it to say
5 this only pertains to claims that arose pre-January 29 --

6 MR. KAROTKIN: It already says that.

7 THE COURT: -- it solves the problem, doesn't it,
8 right?

9 MR. PASCUZZI: It does, Your Honor. I mean, we were
10 looking for some sort of bright line. It affects issues like
11 discharge and plan treatment, and things like that. And if --

12 THE COURT: Well, I --

13 MR. PASCUZZI: We were trying to get the debtors to
14 agree to draw that line now --

15 THE COURT: No, but I'm --

16 MR. PASCUZZI: -- so that we don't have that issue.

17 THE COURT: I understand you are. And -- but Mr.
18 Karotkin didn't like the suggestion that I include contract,
19 and I'm saying to you, what if we take 12 out?

20 MR. PASCUZZI: I'd prefer it be in because then
21 there's clarity.

22 THE COURT: Then, what if we say any person who holds
23 a claim to the extent that it arises from an event that
24 occurred after January 29?

25 MR. PASCUZZI: That would be fine, too.

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1 THE COURT: Without any -- what kind of claim.

2 MR. PASCUZZI: That would be fine.

3 THE COURT: Live with that?

4 MR. PASCUZZI: We actually proposed that to the
5 debtors.

6 THE COURT: Can you live with that?

7 MR. KAROTKIN: No.

8 THE COURT: And why not? I mean --

9 MR. KAROTKIN: Your Honor?

10 THE COURT: I mean, we do have --

11 MR. KAROTKIN: Paragraph 12, as you said, is unusual.

12 Okay?

13 THE COURT: Yeah. Right.

14 MR. KAROTKIN: The law is the law and that's how, as
15 you said, it should be addressed. If you -- this already says
16 you have to file the claim if it's a pre-petition claim. Let's
17 not decide that now. The notice is clear. You file a pre-
18 petition claim. We don't need to clarify anything. The law is
19 what it is. This is not an effort for people to bootstrap
20 their positions.

21 THE COURT: No, it's not.

22 MR. KAROTKIN: I suggest we take it out.

23 THE COURT: But if you put in there that says this is
24 not -- you do not file a proof of claim if it arose after
25 January 29th --

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1 MR. KAROTKIN: Right. We can say you do not have to
2 file the claim if it is a post-petition claim. I'm happy to
3 say that. Whatever that means, I'm happy to say that. But
4 let's not try to parse through every single possibility --

5 THE COURT: I --

6 MR. KAROTKIN: -- that could happen.

7 THE COURT: I just said arose on or after -- I mean,
8 after January 29th. In other words, I think you're agreeing
9 with me. If 12 reads any person or entity who holds a claim
10 that arises from an event that occurred after January 29th --

11 MR. KAROTKIN: No, that arises after --

12 THE COURT: Yeah.

13 MR. KAROTKIN: -- January 29th.

14 THE COURT: Yeah.

15 MR. KAROTKIN: Not from an event, but arises after
16 January 29th.

17 THE COURT: Yeah. Well, okay.

18 MR. KAROTKIN: Or --

19 THE COURT: All right. And so --

20 MR. KAROTKIN: Actually, what is more appropriate,
21 Your Honor, is either to say nothing, or to say any person who
22 has a post-petition claim is not required to file a proof of
23 claim by the bar date.

24 THE COURT: Mr. Pascuzzi?

25 MR. KAROTKIN: That's what is correct.

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1 MR. PASCUZZI: That doesn't say anything, Your Honor.

2 MR. KAROTKIN: Then don't say anything --

3 MR. PASCUZZI: No, I --

4 MR. KAROTKIN: -- and don't pre-judge it. They're
5 trying to bootstrap their position here and it's not
6 appropriate.

7 THE COURT: Well, I mean, I -- see, I don't think they
8 are trying to bootstrap their position.

9 MR. ENGEL: Oh, yeah, but I'm on the same --

10 THE COURT: One second, Mr. Engel.

11 Why are they bootstrapping it if they are better off
12 having a post-petition claim? I mean, it seems to me --

13 MR. KAROTKIN: Then my language is perfect.

14 THE COURT: Well, no, but why -- I'm just asking why
15 do you call that bootstrapping? To me, a claim that's post-
16 petition is a good thing to have if you have to have one.

17 MR. KAROTKIN: Because they're trying to make clear
18 it's post-petition today.

19 MR. ENGEL: Your Honor? If I may --

20 THE COURT: Yeah, Mr. Engel?

21 MR. ENGEL: -- join in this debate? This is one of
22 my core concerns.

23 THE COURT: Okay.

24 MR. ENGEL: And --

25 THE COURT: Join the --

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1 MR. ENGEL: -- the answer to the question -- that
2 should be asked here is what you said earlier, which is how
3 about the ordinary person who doesn't understand what
4 postpetition means, right?

5 THE COURT: Right.

6 MR. ENGEL: And I can tell you, because I get these
7 questions, there are lots of nonbankruptcy lawyers who have no
8 idea about where to draw the line on these issues as to --

9 THE COURT: There are probably a few bankruptcy
10 lawyers that don't either.

11 MR. ENGEL: -- remoteness and contingency. And, in
12 fact, Judge Posner and Zell said that there is total confusion
13 as to what the law is and where you draw --

14 THE COURT: So what do you suggest?

15 MR. ENGEL: I'm sorry?

16 THE COURT: What do you suggest?

17 MR. ENGEL: Exactly what you proposed. Just say
18 events arising after the petition date. That's all we wanted,
19 right, Paul?

20 MR. PASCUZZI: Yes, yes.

21 MR. ENGEL: And I think that's understandable to
22 people. Now, that doesn't mean that he can't make all the
23 arguments that he wants to make in the future about, you know,
24 what's pre-petition and what's post-petition. What it tells
25 people is they don't have to file a proof of claim now on

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1 account of that. We're not prejudging the legal issue. We're
2 simply telling people they're not going to get screwed, pardon
3 my French, because they didn't file a proof of claim. Right?

4 THE COURT: Well, but in effect, they are going to get
5 screwed, pardon your French, if they should've filed a proof of
6 claim and this tells them that they shouldn't.

7 MR. ENGEL: Well, but then they've got more time to
8 deal with the issue.

9 THE COURT: No. No, on the contrary, they have
10 October --

11 MR. ENGEL: Well, arises after is an event.

12 THE COURT: But that's -- again, that assumes that
13 they know what that means. The person who suffered the fire
14 doesn't know, you know, I have a right to pursue a claim.

15 MR. ENGEL: You're --

16 THE COURT: Think about the people that suffer torts
17 or classic nonpersonal injury type case, or people that suffer
18 racial or employment discrimination, and they have no idea that
19 it's even happening until years later.

20 MR. ENGEL: And there's a fair contemplation case on
21 that, great point.

22 THE COURT: Fair contemplation case, right.

23 MR. ENGEL: Yes, there is.

24 THE COURT: So --

25 MR. ENGEL: But we can only do the best we can do and

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1 you're making an improvement, and taking it out would not be an
2 improvement. It would be a detriment and I think many, on my
3 side --

4 THE COURT: Anyone else want to be heard --

5 MR. ENGEL: -- join in that.

6 THE COURT: -- on the subject? I mean, I'm going to
7 make a decision, but I'm not going to let it go -- the subject
8 go if anyone else wants to weigh in on it, not okay?

9 Okay, Mr. Karotkin, I'm going to stick with Mr. Engel
10 and Mr. Pascuzzi's suggestion and make it consistent with what
11 they say, and not worry about it. And I think that it's not
12 going to bootstrap anything. It might make it clear, so just
13 please make that language consistent with what we just talked
14 about.

15 MR. KAROTKIN: I'm sorry. What is the language?

16 THE COURT: Say it again, Mr. Engel.

17 MR. PASCUZZI: Well, it's --

18 THE COURT: Go ahead.

19 MR. PASCUZZI: This is Paul Pascuzzi. It's deleting
20 for personal injury or property damage. So any person or
21 entity who --

22 THE COURT: Well, we don't need the solely, right? To
23 the extent such claim arises from an event that occurred
24 after --

25 MR. KAROTKIN: It should be solely.

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1 MR. PASCUZZI: Solely is fine with us, Your Honor.

2 THE COURT: All right. Solely to the extent that such
3 claim arises from an event that occurred -- well, we don't have
4 to say event that occurred. Arises after January 29th.

5 MR. PASCUZZI: No. The --

6 MR. KAROTKIN: Well, that's fine.

7 MR. ENGEL: That's fine, Your Honor. People need to
8 know there's an event, a trigger, right? That's what they're
9 looking for. The --

10 MR. KAROTKIN: Your Honor, we're fine with your
11 language.

12 THE COURT: Compromise. We got it.

13 MR. PASCUZZI: Is event in there or not? No?

14 THE COURT: Huh?

15 MR. PASCUZZI: No event or event?

16 THE COURT: No, event.

17 MR. ENGEL: Event, good.

18 MR. PASCUZZI: Okay.

19 MR. ENGEL: Thank you.

20 MR. PASCUZZI: Your Honor, just two other points. You
21 mentioned on the standard proof of claim form to have a
22 footnote that says it doesn't apply to the wildfire --

23 THE COURT: In the official -- in form -- the --

24 MR. PASCUZZI: -- in the form itself, yeah.

25 (Counsel confer.)

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1 THE COURT: Wait. Mr. Engel, if you want to have a
2 sidebar, we got to wait. I just can't pick it up on the record
3 here. That's all.

4 MR. ENGEL: Forgive me, Your Honor. I'm sorry.

5 THE COURT: Okay. Mr. Pascuzzi?

6 MR. PASCUZZI: Yes. You had made a comment on the
7 form.

8 THE COURT: I'd suggested a footer, that's all.

9 MR. PASCUZZI: Yeah, a footnote that says don't use
10 this for a wildfire --

11 THE COURT: No, not a footnote. A footer.

12 MR. PASCUZZI: Oh.

13 THE COURT: Yeah.

14 MR. PASCUZZI: That says don't use --

15 THE COURT: Yeah.

16 MR. PASCUZZI: -- for a wildfire. So in the order, in
17 paragraph 5, they're carving out agencies -- governmental units
18 of the State of California. So that could be confusing to some
19 state agencies. As long as the order governs, that's fine.
20 But it would cause a little bit of confusion. You could put in
21 there except as otherwise provided in the order --

22 THE COURT: Well, I don't want the footer on the form
23 to look like a legal document. I want a victim to say, wait a
24 minute, I'm not supposed to file this one. I'm supposed to
25 file this one. And if the victim happens to hold a contract

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1 claim, he or she will have to file two proofs of claim; one for
2 the fire, and one for the contract, right? But the agencies
3 can figure out what to do. Right?

4 MR. PASCUZZI: Okay, Your Honor.

5 THE COURT: I mean, the agencies aren't asserting
6 proofs of claim for wildfire claims, right?

7 MR. PASCUZZI: They'll be using the regular proof of
8 claim form.

9 THE COURT: Okay.

10 MR. PASCUZZI: And so, adding that in there, there are
11 a couple that we know of that do have actual fire type claims,
12 but we wanted to use the standard proof of claim form. So
13 that's what might cause the confusion. But we'll deal with it,
14 Your Honor.

15 THE COURT: Okay.

16 MR. PASCUZZI: The last point, Your Honor, was there
17 are a couple of paragraphs that reserve rights regarding
18 executory contracts in the order; paragraphs 15 and 16. I'm
19 not really sure why they're in there, but we had -- we have
20 looked at Schedule G that the debtors had filed, and there are
21 a lot of things on there that are actual orders, and covenants
22 that run with the land, things that state agencies deal with
23 that are not executory contracts. And we had asked for a
24 reservation since they brought it up by adding these paragraphs
25 that basically -- that nothing in the order is a waiver of the

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1 right to object to any designation that a matter is an
2 executory contract. There's similar language in there, Your
3 Honor, but they've got, you know, specific things in there;
4 contract, program, policy, lease. There's all kinds of things
5 listed on Schedule G.

6 And so we just want it to say matter. In any event,
7 we're reserving our rights to object to any designation on the
8 schedules, or in a motion to assume or object.

9 THE COURT: Well, I mean, but that's what the law lets
10 you do, right? And the --

11 MR. PASCUZZI: It does. But I'm not sure why this
12 order even deals with that. If they think it does do something
13 with regard to executory contracts, I need to reserve my
14 rights.

15 THE COURT: Mr. --

16 MR. GOREN: Your Honor, again, we're happy to take
17 this language out. We added it, again, at Mr. Pascuzzi's
18 request. So if he wants it out now, we're fine with that.

19 THE COURT: So you would take 15 and 16 out?

20 MR. ENGEL: Well, wait a minute. We asked for that as
21 well, Your Honor.

22 THE COURT: So if we don't want this to sound like a
23 legal document where everybody is reserving everything for
24 avoidance of doubt --

25 MR. PASCUZZI: Your Honor? Specifically, 16 they did

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1 put in but we did not ask for that language. We raised the
2 issue and they put that language in there to address it. But
3 it -- we are reserving our rights to object to any designation
4 that a matter on Schedule G or in a motion is -- it's
5 actually --

6 THE COURT: But, Mr. Pascuzzi, my question for you is
7 can't you reserve your rights just like you just did?

8 MR. PASCUZZI: I am reserving our rights right now,
9 Your Honor.

10 THE COURT: You are reserving your rights?

11 MR. PASCUZZI: Yes, Your Honor.

12 THE COURT: And nobody is going to -- oh I got you --
13 on you if you come in next year and say hey, this is sudden --
14 no, I'm sorry, you didn't object to paragraph 15 or 16.

15 MR. PASCUZZI: Understood, Your Honor. Thank you.

16 THE COURT: And the same with Mr. Engel. Same with
17 everybody.

18 MR. ENGEL: Okay. Thank you. Your Honor, Larry
19 Engel, Sonoma Clean Power Authority and various others that
20 signed on to our pleadings or joined in it; mostly CCAs but
21 some other governmental units. And that brings me to a quick
22 question that comes up in your discussion on the form of order.
23 We have an apparent difference between the TCC form of order
24 and the PG&E form of order, on a paragraph that you addressed,
25 which --

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1 THE COURT: Well, I never -- I told you earlier. I
2 said I never even got to the TCC form.

3 MR. ENGEL: Yeah.

4 THE COURT: I mean, I just couldn't --

5 MR. ENGEL: Understand and --

6 THE COURT: I couldn't keep up with it.

7 MR. ENGEL: The issue is governmental unit of the
8 State of California. That's the language that's in paragraph 5
9 for PG&E which is defined as a California state agency. The
10 TCC form, which goes to the question of the fire proof of claim
11 which was adopted by PG&E from TCC, which fits into their
12 order, includes local government agencies. So our view is that
13 a governmental unit of the State of California includes cities,
14 it includes counties, it includes joint power authorities, like
15 CCAs, as well as the state agencies --

16 THE COURT: Yeah.

17 MR. ENGEL: -- that Mr. Pascuzzi represents.

18 THE COURT: Right, it does.

19 MR. ENGEL: There's an argument that --

20 THE COURT: I mean, I think it's consistent with --
21 it's consistent with the code definition. Right, yeah.

22 MR. ENGEL: Exactly consistent, but limited to people
23 located in California. That's what should be -- and that's
24 what we understand and hope the scope of this wording is, that
25 it does not exclude cities and counties and is simply -- and

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1 joint power authorities. It's simply not limited to state
2 agencies represented by Mr. Pascuzzi, and there's been a lot of
3 debate outside the courtroom over what this means, and I think
4 it should be clear that governmental unit means governmental
5 unit, and it's located in California. That's all that we need
6 there.

7 THE COURT: Well -- but so you would tweak paragraph
8 5, right?

9 MR. ENGEL: Yeah. And just -- yeah. Say, including
10 cities, counties, joint power authorities, and other local
11 agencies located in the State of California.

12 THE COURT: Mr. Goren?

13 MR. GOREN: Look, the defined term, Your Honor, of
14 governmental unit is defined as the term used in the Bankruptcy
15 Code. So I don't know that there's a need to go further to
16 give color what that definition is.

17 MR. ENGEL: I'm just look --

18 MR. GOREN: But if --

19 THE COURT: Well compare --

20 MR. ENGEL: It --

21 MR. GOREN: -- that will resolve this issue, then
22 fine.

23 MR. ENGEL: If he tells me that's what it means --

24 MR. GOREN: Yes.

25 MR. ENGEL: -- I accept his word.

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1 MR. GOREN: That is -- exactly. That's how --

2 MR. ENGEL: That's great.

3 MR. GOREN: -- it's defined in the motion, that's how
4 it's incorporated into the --

5 MR. ENGEL: Okay.

6 MR. GOREN: -- order --

7 MR. ENGEL: Then --

8 MR. GOREN: -- and we will make that abundantly clear.

9 MR. ENGEL: Great.

10 THE COURT: But I'm unclear. Does that mean you'd
11 change paragraph 5 to say governmental units?

12 MR. GOREN: It does say governmental units -- capital
13 G, capital U.

14 MR. ENGEL: If he interprets it that way, I'm fine.

15 MR. GOREN: But we will define -- we'll make clear
16 that that --

17 MR. ENGEL: I accept this stipulation on the record --

18 MR. GOREN: -- is the defined term.

19 MR. ENGEL: -- that that's what it means. No more
20 changes are needed.

21 THE COURT: Okay. We'll take it.

22 MR. ENGEL: I can accommodate that. I'll take that.
23 And that's sufficient.

24 The last point I wanted to raise, Your Honor, and I
25 appreciate your indulgence here, and this won't just take a

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1 second. We -- although it's not noted in Exhibit B, we did
2 object on the late filed claim issue. It's very much like your
3 informal proof of claim. We did put a big section in our
4 papers on this. We believe that the law and late filed claims
5 should be what it is. It shouldn't be pre-judged in the
6 paragraph that you went through before. And so --

7 THE COURT: Well, but again, that was paragraph 4,
8 right?

9 MR. ENGEL: Yeah. If you're --

10 THE COURT: But it did say "to the extent permitted by
11 applicable law".

12 MR. ENGEL: And --

13 THE COURT: And Mr. Karotkin did --

14 MR. ENGEL: So --

15 THE COURT: -- point that out.

16 MR. ENGEL: It does, but the language -- I'm looking
17 at their Exhibit B. It says "for the purposes of voting" --
18 they're cut out for purposes of voting and distribution. Now,
19 that --

20 THE COURT: You're going too fast for me.

21 MR. ENGEL: I'm sorry.

22 THE COURT: I'm looking at paragraph 4 of the PG&E
23 proposed order. If you want me to look at the exhibit --

24 MR. ENGEL: No. It -- paragraph 4. Okay. We'll go
25 there, Your Honor.

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1 THE COURT: Well, the language is very similar. It's
2 just that can I only think about one at a time, and so --

3 MR. ENGEL: I certainly understand the --

4 THE COURT: And I've made the comment to Mr. Karotkin,
5 don't we have to deal with the Ninth Circuit informal proof of
6 claim law, and he spoke to -- in response. And I believe that
7 I was satisfied that "to the extent permitted by applicable
8 law" works.

9 MR. ENGEL: Well --

10 THE COURT: Now, if you think that --

11 MR. ENGEL: They're two different paragraphs we're
12 looking at, Your Honor.

13 THE COURT: Okay.

14 MR. ENGEL: That's my confusion. And what I've led
15 you into confusion on. If you look at paragraph 7, Your Honor.

16 THE COURT: Okay.

17 MR. ENGEL: That's the paragraph. You were discussing
18 paragraph 4 for the informal proofs of claim. I'm talking
19 about late claims, which I believe are dealt with in paragraph
20 7. And what that says is that there shall not be treated as a
21 creditor, line 17, for purposes of voting and distribution.
22 That, in effect, pre-judges the late claim law, and we think
23 that the law should be what it is, as you said earlier on the
24 informal proofs of claim.

25 THE COURT: Well, maybe, could we answer it this way

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1 then? 4 and 7 ought to be consistent.

2 MR. ENGEL: Yes.

3 THE COURT: And they're not. And there's a slight
4 delta there.

5 MR. ENGEL: Yes.

6 THE COURT: Mr. Karotkin, can you solve this problem
7 us that paragraph 4 reserves applicable law for what you file
8 by a bar date? And I think Mr. Engel is saying it should be if
9 it's good enough to get you past the bar date, it ought to be
10 good enough to do what you get to do with an informal proof of
11 claim.

12 MR. ENGEL: Exactly.

13 THE COURT: So again --

14 MR. KAROTKIN: Your Honor --

15 THE COURT: -- be consistent with the two, that's all.

16 MR. KAROTKIN: I understand. First of all, that's
17 what the rule says. We're just quoting the rule in paragraph
18 7, but paragraph 7 also says, "pursuant to Bankruptcy Rule
19 3003(c)(2), but subject to paragraph 4 of this order".

20 THE COURT: Well, then paragraph -- then maybe that
21 saves it with the reference to paragraph --

22 MR. ENGEL: You can --

23 MR. KAROTKIN: I mean, this -- can I finish?

24 MR. ENGEL: Please.

25 MR. KAROTKIN: Okay. This is a standard form of

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1 paragraph in a bar date order consistent with the Bankruptcy
2 Rule, and I think we've clarified it by saying "subject to
3 paragraph 4", which I think is overkill in any event.

4 THE COURT: Well, a lot of people think it's overkill,
5 but the Ninth Circuit has a long list of cases that couldn't be
6 clearer. And maybe it's not necessarily the law in other
7 circuits, but it's very much ingrained in the process here.
8 So -- and some of us have been around for a while, lived
9 through them as counsel in the early days, so we know it the
10 hard way or the successful way.

11 But Mr. Engel, I think he's right. I think that it --
12 the reference in 7 to 4 saves it.

13 MR. ENGEL: Okay.

14 THE COURT: And -- I mean, again, I -- make sure that
15 you don't have any late claims.

16 MR. ENGEL: Well, someone will have late claims, I'm
17 sure. But you know, I appreciate the opportunity --

18 THE COURT: Okay.

19 MR. ENGEL: -- as with Mr. Pascuzzi, to reserve our
20 rights with respect to this --

21 THE COURT: Everybody's rights are reserved.

22 MR. ENGEL: Thank you.

23 THE COURT: Now, Mr. Karotkin, do you want to take a
24 break or keep going?

25 MR. KAROTKIN: It's up to you, sir. I'm happy to keep

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1 going.

2 THE COURT: What do you what to do?

3 MR. EGGENBERGER: If I could just indulge two minutes
4 of Your Honor's time? Michael Eggenberger on behalf of the
5 Herndon plaintiffs. You had talked before about paragraph 3(e)
6 in the debtor's proposed order. And we had objected to this
7 and will, of course, refer to our objections.

8 THE COURT: Wait. Let me catch up with 3(e), please.

9 MR. EGGENBERGER: Absolutely.

10 THE COURT: Again, I can't keep track of all these
11 things. We're doing 3(e)? What page?

12 MR. EGGENBERGER: It is page 5 of docket number 2646-
13 1.

14 THE COURT: Again, I can't keep track of all of the
15 objections. So what's your problem with the paragraph?

16 MR. EGGENBERGER: So paragraph 3(e) combined with
17 paragraph 7 would basically not allow class proofs of claim in
18 this bankruptcy. And while we appreciate it, Your Honor could
19 later address that through a Rule 9014 motion and decide if
20 class proofs of claims do or do not apply. What this order
21 says here is that if you do not apply with this procedure,
22 including having a form -- file an individual proof of claim,
23 notwithstanding that you're covered by a class proof of claim,
24 that you are not allowed to be -- to receive distributions or
25 entitled to vote in this bankruptcy.

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1 THE COURT: Well, I don't think that's what it says.
2 Paragraph E says who has to file something. And the issue is,
3 well, what if you don't file one, are you out of luck or are
4 you protected by being a member of a class.

5 MR. EGGENBERGER: Absolutely, Your Honor. And what --
6 our argument is just that it's premature to decide whether or
7 not class proofs of claim will be allowed in this bankruptcy.
8 So this language is unnecessary. And I believe -- you know,
9 Mr. Goodman can correct me if I'm wrong, but I believe the tort
10 claimants committee proposed order does not have similar
11 language. And as we pointed out in our brief, other orders
12 that the debtors referred to do not have similar language pre-
13 judging class proofs of claim.

14 THE COURT: Well, what do you want me to do? I
15 mean --

16 MR. EGGENBERGER: I would strike the language "class
17 proof of claim" out of paragraph 3(e), and we can address the
18 issue of whether or not people who are covered by class proofs
19 of claim are entitled to act as creditors in this bankruptcy at
20 the appropriate time, which would be through a Rule 9014
21 motion.

22 THE COURT: But see you're not focusing on the
23 paragraph that talks about entitled to a distribution.

24 MR. EGGENBERGER: Well, Your Honor, the way I read
25 this is if you don't file these, which requires you to file an

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1 individual proof of claim --

2 THE COURT: Right.

3 MR. EGGENBERGER: -- even if you're covered by a class
4 proof of claim, then you're not entitled to distributions and
5 voting rights. And to the extent Your Honor reads it as, you
6 know, not addressing class proofs of claim at this time, that's
7 fine by us. We just want to make sure that class proofs of
8 claim will be addressed at the appropriate time.

9 THE COURT: But didn't I raise the question what if
10 somebody doesn't do it? And then there was -- let's use you as
11 an example.

12 MR. EGGENBERGER: Yeah.

13 THE COURT: Let's suppose you file a class proof of
14 claim and one of the members of your class doesn't. What's the
15 outcome? What's the consequence?

16 MR. EGGENBERGER: Right. And Your Honor, the way we
17 read it is that those people would be not entitled to be
18 creditors because they haven't followed the procedures laid out
19 here. And paragraph 7 says if you haven't followed these
20 procedures, then you're not entitled to be a -- to receive
21 distributions or vote as a creditor.

22 THE COURT: Well, I'm not sure what you want me to do.

23 Mr. Karotkin, what do you want me to do in response
24 there? I'm just losing the picture here, because we had --
25 distribution is different from having to file proof of claim.

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1 MR. KAROTKIN: First of all, this does not pre-judge
2 whether or not a class proof of claim can be filed.

3 THE COURT: Right.

4 MR. KAROTKIN: They want to file a class proof of
5 claim, they can file it, and you can determine whether --

6 THE COURT: Right.

7 MR. KAROTKIN: -- it's appropriate or not. All this
8 requires is that individuals must file a claim regardless of
9 whether they're included as John Does 1 through 5,000 in a
10 class proof of claim so we can get information as to each
11 individual member of that class. So as I said before, each
12 individual member of a purported class, if the attorneys want
13 to file it, fine, but they have to file that summary proof of
14 claim form. Whether or not that ultimately they want to
15 proceed as a class claim, you can decide. It's not pre-judging
16 that. All this is saying is you must have an individual proof
17 of claim on file.

18 THE COURT: Well, and --

19 MR. KAROTKIN: And if the attorneys want to file it,
20 fine.

21 THE COURT: But to follow up on that, and using an
22 example, if they -- this counsel files a class proof of claim
23 and an individual who believes he's in that class doesn't file
24 proof of claim, there may be consequences. And -- but we're
25 not deciding it today.

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1 MR. KAROTKIN: That's correct.

2 THE COURT: We're saying, Mr. Jones, you didn't file a
3 claim, therefore, what follows -- well, what follows. And if
4 the answer is, well, you're in a class that's participant,
5 you're home free. If you're not or the class isn't allowed,
6 you're out of luck. The bottom line here is file proof of
7 claim. Be on the safe side. Why was there any risk here? I
8 mean, why not? Why take the risk?

9 MR. EGGENBERGER: Your Honor, we don't believe that --
10 it is good advice, of course, to file an individual class proof
11 of claim. We're not disputing that. We're just concerned that
12 the way this order is read, those people would not be covered.
13 They would not be entitled to distributions because they didn't
14 file individual class proof of claim, notwithstanding that
15 later you --

16 THE COURT: But what I'm trying to say -- I guess I'm
17 not making myself clear. We have -- whether it's October or
18 January, we're coming up on a bar date soon, right?

19 MR. EGGENBERGER: Yes.

20 THE COURT: Maybe we'll have a plan confirmed next
21 month, but maybe it'll be next year. I don't know when there
22 will be a confirmed plan. But until there's a confirmed plan,
23 we don't have anything to distribute, right? And so at some
24 point, when there's a confirmed plan and there's a distribution
25 entitlement, then if you have -- you or anyone else has

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1 protected the interests of the individuals that you're arguing
2 for by a proof of claim or a class proof of claim, an agent's
3 claim, a something-else claim, you've done it. If you haven't,
4 you haven't, and we can't say what will happen. But the law
5 says -- and if we just -- like in any other case, it's so black
6 and white. You file a proof of claim or you're out. Period.
7 So I think what the debtor's saying is file proof of claim.

8 And --

9 MR. EGGENBERGER: Your Honor, as long as it isn't
10 determined to be a pre-judgment of the viability of class proof
11 of claims --

12 THE COURT: It is not.

13 MR. EGGENBERGER: -- I guess we'll take that on your
14 word.

15 THE COURT: It is not. It's a -- that's an open
16 question.

17 All right. I am going to take a fifteen-minute break.
18 And if the rest of you want to stay here, you can stay here,
19 but my courtroom staff is going to take a fifteen-minute break.
20 And let me -- before I do, let me look at my agenda, see if I'm
21 still following it.

22 Okay. Well, I guess that -- it seems to me is we then
23 should talk about the bar date, just the pros and cons of the
24 bar date.

25 Mr. Goodman, did you want to do it a different way?

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1 MR. GOODMAN: I -- actually, I was going to make the
2 same suggestion, Your Honor, that we do a -- take a break.
3 Just one issue before we move on to the bar date. Back on the
4 claim form, as the Court noted, perception matters. It is --
5 we have two members on our committee who were victims of the
6 2016 Ghost Ship fire.

7 THE COURT: Right. Yes, I know that.

8 MR. GOODMAN: That is not a wildfire. That was a fire
9 that occurred in a warehouse in Oakland.

10 THE COURT: I know that, too.

11 MR. GOODMAN: So using the term wildfire -- I know the
12 Court indicated in your order of notice yesterday that you were
13 indifferent, but for the purpose of our committee, the term
14 fire claim does have very real meaning and significance to us
15 because we don't want anyone impacted by the Ghost Ship fire to
16 see the heading on that form and reach the conclusion that that
17 form can't be used. I know Ghost Ship is one of the boxes, but
18 I do believe that if we can get that issue resolved, I think
19 the claim form is done at this point.

20 THE COURT: So this is -- I mean, this is an argument
21 for fire-related -- fire --

22 MR. GOODMAN: Yes.

23 THE COURT: Yeah. I know. I --

24 MR. GOODMAN: Using fire-related again, and this has
25 been --

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1 THE COURT: But even -- and again --

2 MR. GOODMAN: -- given to us by our committee.

3 THE COURT: And this is by no means to minimize the
4 tragedy of the Ghost Ship fire, the frays about the wildfires
5 have been floating around for months. It's all over. It's in
6 the press; it's in a lot of the documents. So we need to make
7 it right, particularly for purposes of the victims of the Ghost
8 Ship fire being able to know what they're -- what they have to
9 do.

10 MR. GOODMAN: And --

11 THE COURT: So to the extent -- well, Mr. Karotkin, do
12 you care on this, really?

13 MR. KAROTKIN: Your Honor --

14 THE COURT: I mean, don't -- can't we just call it
15 fire-related?

16 MR. KAROTKIN: Yeah, that's fine. We said -- and
17 we've raised this before. We said we'd work it out with Mr.
18 Goodman.

19 THE COURT: Yeah, that's what I thought.

20 MR. KAROTKIN: That's fine. That's fine.

21 MR. GOODMAN: Okay.

22 THE COURT: That's what I thought.

23 MR. KAROTKIN: I don't -- I'm not -- I'm curious why
24 he's raising it now.

25 THE COURT: Well, okay, maybe just to avoid all -- a

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1 month to avoid doubt.

2 MR. GOODMAN: I just wanted clarity on that issue.
3 And with that, Your Honor, I would really appreciate if we
4 could take a break.

5 THE COURT: I'll see you all at 12 o'clock, everyone.
6 (Recess from 11:44 a.m., until 12:01 p.m.)

7 THE CLERK: All rise.

8 THE COURT: Please remain seated.

9 Okay. Mr. Karotkin, what's next? Bar date?

10 MR. KAROTKIN: Yes, sir. I think that, Your Honor, I
11 pretty much addressed that. I think that based on the notice
12 program, the number of days, the fact that the proposed form --
13 and really this is the issue for the fire claimants -- is
14 relatively quite simple to prepare, based on the notice program
15 and the timing, there's more than enough time to prepare it.

16 As Your Honor knows, the proof of claim and the bar
17 date is fundamental to the plan process, fundamental to --
18 there's an estimation hearing in this case. Hopefully that may
19 not be necessary, but if there is one, it'll be fundamental to
20 that, fundamental to plan distributions. I don't have to
21 explain to you how important a bar date is to getting these
22 companies out of Chapter 11.

23 And I will note, Your Honor, that with the recent
24 announcement by Judge Newsom, that -- I'm sorry; Judge Newsom.
25 I mean Governor Newsom --

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1 THE COURT: We had a Judge Newsom. You might get him
2 later anyway.

3 MR. KAROTKIN: I do know -- actually --

4 THE COURT: Yeah, but he was --

5 MR. KAROTKIN: Actually, I had a case --

6 THE COURT: He was a --

7 MR. KAROTKIN: I've had a case -- two cases before
8 Judge Newsom.

9 THE COURT: But you know that he mediated PG&E 1?

10 MR. KAROTKIN: I know he mediates in San Francisco.
11 Yes, I do.

12 THE COURT: He mediated the first PG&E case.

13 MR. KAROTKIN: How about that?

14 THE COURT: Did you know that?

15 MR. KAROTKIN: I didn't know that, but I knew he was a
16 mediator over at Gems (ph.).

17 But with Governor Newsom's --

18 THE COURT: Governor Newsom.

19 MR. KAROTKIN: -- Governor Newsom -- no
20 relationship -- recent announcement that if PG&E wishes to
21 participate in the Wildfire Fund that the legislature is
22 currently contemplating creating, they will be unable to do so
23 unless they exit Chapter 11 by June 30th of next year.

24 THE COURT: Oh, I was going to say, which year did he
25 mention?

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1 MR. KAROTKIN: He mentioned June 30th of 2020. And I
2 think, Your Honor, taking that into account, a January 31 bar
3 date is completely impractical and really puts that at severe
4 risk.

5 But more importantly, Your Honor, it's not necessary.
6 As I said, there's plenty of time -- we want to move these
7 cases forward. Other parties want to move these cases forward.

8 I will point out a couple of other things. Number
9 one, certainly by agreeing to the tort committee's summary
10 proof of claim form, we by no means agree that that form
11 provides sufficient information, and we reserve all of our
12 rights --

13 THE COURT: I don't think anybody would think that.

14 MR. KAROTKIN: -- as to discovery.

15 THE COURT: I mean, even in the simplest of cases it
16 just isn't --

17 MR. KAROTKIN: Right. But I just wanted to make that
18 clear.

19 THE COURT: -- isn't the test.

20 MR. KAROTKIN: And I know the other thing you wanted
21 to address, Your Honor, as mentioned in your order, the TCC has
22 requested that no objections to claims be permitted prior to
23 the bar date. That to me would be unprecedented. I think
24 it's -- in their own pleadings, they didn't cite any authority
25 for that type of relief. We think that's completely

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1 inappropriate.

2 And, look, we're interested in getting out of Chapter
3 11. They suggest in their papers that this case will go on
4 until 2021. We don't think so. We don't want that to happen.
5 Other parties don't want that to happen.

6 (Phone ringing)

7 MR. KAROTKIN: Even that party doesn't want it to
8 happen.

9 THE COURT: Let's wait.

10 Did that go off?

11 THE CLERK: That's someone on the line.

12 THE COURT: My question, though, is -- and I touched
13 on this in the order that I issued yesterday. What's going to
14 happen from your point of view as principal counsel for the
15 debtor, whether -- at the moment the debtor hasn't filed a
16 plan, one group has filed the motion to extend the -- shorten
17 exclusivity, as you know. But what could happen before your
18 bar date that would make even the bar date too late? Or in
19 other -- or I'll try a different way.

20 What if I move the bar date a month? How is that
21 going to negatively impact; certainly not going to impact
22 distribution, is it? I mean --

23 MR. KAROTKIN: Your Honor, we may need to have an
24 estimation hearing --

25 THE COURT: Um-hum.

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1 MR. KAROTKIN: -- before Your Honor. It's critical to
2 get those claims in for that process. And again, we're focused
3 on getting out before June 30th.

4 THE COURT: No, I understand.

5 MR. KAROTKIN: And --

6 THE COURT: And I'm not --

7 MR. KAROTKIN: -- the more you push that out, the more
8 that jeopardizes our ability to do that.

9 THE COURT: No, but focus on the question of, if we
10 were going to have an estimation hearing, it wouldn't be per
11 claimant. Wouldn't it just be on a broad sort of macro level
12 about the estimation? Isn't that what a lot of the experts
13 have been retained to talk about and to anticipate?

14 MR. KAROTKIN: Yes, but it would also involve, at the
15 very least, Your Honor, an analysis of a sampling of proofs of
16 claim that were filed as to their validity, as to the types of
17 claims they're asserting, the basis for those claims, how they
18 demonstrated their losses; so that would be essential to that
19 process to get that moving. And again, there's no burden here.
20 I mean --

21 THE COURT: No, I understand. I understand.

22 MR. KAROTKIN: So --

23 THE COURT: Look, we have a --

24 MR. KAROTKIN: And for purposes of planned voting --

25 THE COURT: -- culture here that -- with very early

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1 bar dates. I mean, we had a -- I mean, even in the first PG&E
2 case, we even shortened it to even a shorter time.

3 I realize that things are different with the tort
4 claims and the thousands of victims, but no, there is a culture
5 of doing it more quickly. I'm not -- you're preaching to the
6 choir on that one.

7 MR. KAROTKIN: Okay.

8 THE COURT: But I'm really focusing on the difference
9 between the October 21 date and some later date and how that
10 might make a difference. And I realize that January 31 is four
11 months, right? November, December, January. Three months.
12 Three months difference.

13 But I guess I'm trying to -- from your --

14 MR. KAROTKIN: Three and a half.

15 THE COURT: Three and a half, yeah. I'm trying to
16 think about, well, what is the practical value here? Your
17 estimation perhaps is one of them. I understand. But I mean,
18 on a best --

19 MR. KAROTKIN: I think the estimation part --

20 THE COURT: -- on a best-case basis, if you file a
21 plan today, it would be several months before it would be up
22 for confirmation, right?

23 MR. KAROTKIN: It would be, but again, Your Honor,
24 claimants have to vote on a plan.

25 THE COURT: No, I -- of course.

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1 MR. KAROTKIN: And we need to get those claims in, at
2 the very least for purposes of that, as well as an estimation
3 hearing. And --

4 THE COURT: Unless they're unimpaired, in which case
5 they don't have to vote. Well, they don't --

6 MR. KAROTKIN: It's hard for me to conceive how tort
7 claimants can't be unimpaired. Not saying we don't pay
8 hundreds --

9 THE COURT: You just pay them in full --

10 MR. KAROTKIN: I'm not saying we don't pay them in
11 full --

12 THE COURT: -- on the effective date.

13 MR. KAROTKIN: -- but I'm not sure that's unimpairment
14 in the technical sense.

15 THE COURT: Pay it in full on the --

16 MR. KAROTKIN: And that they wouldn't be able to vote
17 on a plan.

18 THE COURT: Let's not --

19 MR. KAROTKIN: But we can address that later.

20 THE COURT: We can do that later.

21 MR. KAROTKIN: Yes.

22 THE COURT: But if you're paid in full on the
23 effective date, you don't get to vote last time I checked.

24 MR. KAROTKIN: Yes, that's -- I --

25 THE COURT: Okay.

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1 MR. KAROTKIN: I would --

2 THE COURT: Okay.

3 MR. KAROTKIN: -- certainly agree with that. We
4 certainly -- Your Honor, look, I've been very sensitive to the
5 fact that there are wildfire claimants here, and if they have
6 sufficient time -- in view of all the traumatic events that
7 they've experienced -- sufficient time to file a claim, and
8 we've tailored the notice specifically to address that. We've
9 made it much longer than any other bar date in a conventional
10 case as you, yourself, recognize.

11 And we have state-of-the-art, robust noticing
12 procedures, which we think are fully compliant with due process
13 and, more importantly, give people enough time --

14 THE COURT: Well --

15 MR. KAROTKIN: -- to do that.

16 THE COURT: Let me -- we're kind of digressing to the
17 bigger question.

18 Unless the TCC persuades me not to approve the
19 proposal you have for the promulgation of the bar date, that's
20 the only option at the moment. I'm not going to second-guess
21 it.

22 So the question is, whether the TCC is going to
23 persuade me to put that on hold and consider the alternative
24 one. But that's related to the bar date, but it's a discrete,
25 separate question, right? Right?

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1 In other words, I mean, I understand, Ms. Finegan and
2 her team and your team have said -- and you've made a strong
3 case for your program, but the bar date is a separate question,
4 right?

5 MR. KAROTKIN: The date of the bar date --

6 THE COURT: Yes.

7 MR. KAROTKIN: -- is a separate question.

8 THE COURT: The deadline for the proof of claim. In
9 other words, if I --

10 MR. KAROTKIN: But it's not --

11 THE COURT: -- if I said --

12 MR. KAROTKIN: I would say it's not completely
13 separate. I mean, I think the issue is, Your Honor, does that
14 program appropriate disseminate timely notice so people can
15 file claims by October 21st, the day we settle. So I don't
16 think they're completely unlinked, but --

17 THE COURT: Of course not. And of course, I know the
18 obvious.

19 Look, if you said we got this great program and we're
20 going to have a bar date of July 15th --

21 MR. KAROTKIN: Right.

22 THE COURT: -- I would think you were crazy. And the
23 question is whether October is enough.

24 But my point is, if I tell you that I believe it
25 should be slightly later, I don't imagine you're going to fall

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1 on your sword. You're just going to say, well, we'll have to
2 deal with it later. And that you're making the pitch for the
3 earlier date, and I respect that.

4 Why don't I just -- let's go for opposition. The
5 debtors' proposal at the moment is, go with the debtors' plan,
6 go with the October 21 bar date, and implicit in the debtors'
7 plan are the start dates that we talked about this morning.

8 MR. KAROTKIN: Right.

9 THE COURT: And let's see what anybody says about it.

10 MR. KAROTKIN: Okay. Thank you.

11 THE COURT: All right. So Mr. Goodman, are you going
12 to make the pitch today or is someone else from your side? And
13 do address the question of why you're adamant or it's important
14 to even tell the debtor they can't object to claims. That's a
15 separate issue, but it seems like a --

16 MR. GOODMAN: Yeah, on a housekeeping matter, Your
17 Honor, we actually struck that language from our proposed order
18 on June 19th.

19 THE COURT: Oh, okay. Okay.

20 MR. GOODMAN: So that's, in our view, a nonissue.

21 THE COURT: I can't keep up with that.

22 MR. GOODMAN: Okay.

23 THE COURT: Okay. So the debtors' free to object to a
24 claim tomorrow if they want, right?

25 MR. GOODMAN: They are free, in our view; that's

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1 correct, Your Honor.

2 THE COURT: Okay.

3 MR. GOODMAN: And again, we're sorry for the
4 confusion. We should've made it more clear that we were
5 withdrawing that request.

6 THE COURT: Okay. That's fine.

7 MR. GOODMAN: Okay. Thank you.

8 THE COURT: Get that out of the way.

9 MR. GOODMAN: Okay. And in terms of the presentation
10 today, we do have a slight division of labor.

11 Again, Eric Goodman, BakerHostetler, here on behalf of
12 the official committee of tort claimants. I'm going to be
13 addressing issues primarily related to the bar date.

14 With me also is Ms. Elizabeth Cabraser.

15 THE COURT: All right. Good morning, Ms. Cabraser.

16 MR. GOODMAN: She represents a member of the
17 creditors' committee and was also specifically tasked by the
18 TCC of overseeing the development of our notice plan, so she'll
19 be speaking to those issues.

20 THE COURT: Okay.

21 MR. GOODMAN: Okay. On the bar date, Your Honor, this
22 is a unique case, right? I mean, the debtors filed as
23 purportedly solvent entities. One of their first acts was to
24 get approval of a DIP financing facility that would give them
25 the ability to remain in bankruptcy for three years. We,

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1 obviously, don't want them to remain in bankruptcy for three
2 years, but that's -- the terms of their financing would permit
3 it.

4 Given the financial condition of the debtor, what
5 would be our expectation, obviously, the tort claims would be
6 paid in full. Otherwise, equity, of course, would have to be
7 cancelled in order for the plan to be confirmed.

8 So we're in a situation -- and also note that the
9 Court has already seen that there has been one party that has
10 already filed a motion to terminate exclusivity; that would be
11 the bond holders --

12 THE COURT: I understand.

13 MR. GOODMAN: -- who filed a plan term sheet -- plan
14 negotiations --

15 THE COURT: It'll come as no a surprise I haven't
16 reviewed those papers. I've been a little busy. I'm sure you
17 haven't either.

18 MR. GOODMAN: That's not for today, Your Honor,
19 obviously.

20 But again, I would point out, I mean, the idea that
21 plan negotiations can't proceed until the bar date has come and
22 gone is obviously defeated by the fact that parties are already
23 standing before the Court suggesting that they're prepared to
24 go forward with a plan.

25 So we don't view a later bar date between October or

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1 January as really an obstacle to getting a plan confirmed on a
2 timely basis.

3 THE COURT: Well, you would agree, wouldn't you, that
4 it would be kind bizarre to think, we're ready to confirm a
5 plan except we have to wait for the bar date. That would be
6 real bizarre.

7 MR. GOODMAN: That would be a luxury, Your Honor.

8 THE COURT: And not -- well, it'd be a luxury, but
9 it'd be -- why should that even be a risk even thinking about
10 it?

11 MR. GOODMAN: Again, it --

12 THE COURT: I mean, it is almost unheard of.

13 MR. GOODMAN: Yeah, and again, I think it's probably
14 going to be unheard of in the context of this case.

15 THE COURT: Well.

16 MR. GOODMAN: On the estimation point, Mr. Karotkin
17 did bring up that aspect, and again, I would note, PG&E did
18 file an estimation motion in their prior bankruptcy before this
19 court and before Your Honor in which they went forward with an
20 estimation of their tort claims based on the historic data in
21 PG&E's own claims database. And that information was obviously
22 used to provide as estimation on an aggregate basis.

23 I've not saying that that necessarily has to be done
24 here. I don't really take a position today, but I'm just
25 saying, I think Your Honor understands that it's possible to

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1 move forward with those types of proceedings.

2 THE COURT: Well, something tells me that if the
3 debtor did that, there would be some opposition.

4 MR. GOODMAN: I'm sure there would.

5 THE COURT: Because -- and the leader of the
6 opposition would be you and your colleague, Mr. Julian.

7 And so, I mean, who are we kidding? The debtor -- I
8 mean, the day of reckoning may be the Court fixing an
9 estimation if that's necessary.

10 MR. GOODMAN: Well --

11 THE COURT: And it may not be necessary.

12 MR. GOODMAN: Well, let me clarify. You raise a very
13 good point.

14 I think -- and from our perspective, it is the work
15 that needs to be done to get to the point where the parties can
16 have an intelligent discussion about estimation, and that work
17 is ongoing. It has begun, and that's kind of the point that I
18 was trying to make.

19 THE COURT: Well, I understand, but you have to
20 understand too that whatever the -- not the -- the parallel was
21 in the prior case doesn't fit. I mean, we had some tort
22 claims, but they were nothing like here. But --

23 MR. GOODMAN: Different, yet --

24 THE COURT: But when I think about all the cases I've
25 either been involved with as a lawyer -- whenever that was in

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1 my memory -- and as a judge, it almost is always given what the
2 claims bar date is, and it's always in the past or imminent.

3 And this has got this thing reversed. That just --
4 it's hard for to understand why there's a good reason for it
5 and for delaying it. So that's really what I need you to tell
6 me.

7 MR. GOODMAN: Okay.

8 THE COURT: Not the complexity of the estimation or
9 what's going to happen in a competing plan and anything else.
10 Why should it be January instead of October or anywhere in
11 between? I don't know why, so you need to tell me why.

12 MR. GOODMAN: I will answer your question directly. I
13 think the main concern for us are the unrepresented victims of
14 the Camp Fire. That's the issue that we are struggling to
15 address.

16 Now, the Court brought everyone's attention to the
17 Mullane decision, which I read again last night and again this
18 morning. And there's very key language -- because obviously
19 notice and the bar date are somewhat related to each other --
20 about notice being reasonably calculated under all of the
21 circumstances to apprise parties of their rights.

22 And here we have a situation where we have a fire, a
23 disaster, that has displaced tens of thousands of people.
24 Notice, in this case, is going to be far more difficult; it's
25 going to be far more complicated than in your normal

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1 bankruptcy.

2 For that reason, we believe that if necessary --

3 THE COURT: Well, let me pause you there.

4 MR. GOODMAN: Sure.

5 THE COURT: It's going to be far more difficult for an
6 unknown quantity of victims. It's going to be a no-brainer for
7 a vast quantity of victims, right?

8 MR. GOODMAN: Right. That --

9 THE COURT: So --

10 MR. GOODMAN: That is --

11 THE COURT: So whether it's the Dalkon Shield case
12 that Mr. Julian had involvement with thirty years ago or sex
13 abuse cases for the clergy or Gulf meltdowns of whatever the
14 Gulfstream Horizon -- whatever the thing -- the Gulf; they're
15 all going to be different, but you can't have a magic wand to
16 get everybody to say okay because there's people that either
17 will never know or will know and will do nothing about it. You
18 can't change that, right?

19 MR. GOODMAN: I agree. But --

20 THE COURT: All the experts in the world, all the TV
21 plugs, all the everything, there are going to be some people
22 who aren't going to respond, and we can't change -- we don't
23 hold up the train for the last holdout.

24 MR. GOODMAN: But I think we need to try.

25 THE COURT: Well, so do I.

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1 MR. GOODMAN: And that's --

2 THE COURT: And so does the debtor.

3 MR. GOODMAN: That's the key. That's the key.

4 Because if the question is -- we need to try. We need to do
5 our best. We need to make sure that we take -- put forward a
6 reasonable program --

7 THE COURT: Reasonable.

8 MR. GOODMAN: Reasonable. Yes.

9 THE COURT: Reasonable under the circumstances.

10 MR. GOODMAN: Reasonable under the circumstances,
11 reasonable given the economic situation of the case, reasonable
12 given the reality of the 2018 Camp Fire, which is why my first
13 response to Your Honor was -- you said, tell me why? And the
14 answer is: it's the unrepresented victims of the 2018 Camp
15 Fire.

16 There's also a seasonality concern that we have. We
17 actually think that the response rate will be higher if we take
18 advantage of the holidays when people are off work and have
19 time to prepare claims. If we could get a bar date after
20 Thanksgiving --

21 THE COURT: But again, I don't want to minimize it,
22 how much preparation is there? You've made a very constructive
23 suggestion on simplifying the claim form. So I --

24 MR. GOODMAN: It's also explaining the significance,
25 though, of the bar date and getting the word out to victims

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1 affected by the fire as to the consequence of not filing the
2 claim.

3 And again, Judge, I noted getting a bar date at a time
4 when people who are suffering from trauma might have an
5 opportunity to spend the time off from work after Thanksgiving
6 or the December holidays we think would make a meaningful
7 difference.

8 So that actually concludes my remarks. At this time,
9 I would like to turn the podium over to Ms. Cabraser.

10 THE COURT: But I thought she was going to talk about
11 the procedure specifically.

12 MR. GOODMAN: Well --

13 THE COURT: But no, I'm not going to say I'm not going
14 to listen to her; of course, I am.

15 But my question to you, still -- and it goes back to
16 this question of what I tried to say in my order of
17 yesterday -- the committee, through you today, is changing your
18 position slightly, right, by clamoring and pushing and pushing,
19 and now saying, but let's slow down? And there may be a good
20 reason, but there are also appearances and optics. And if all
21 these efforts are to let that small number of people have a
22 chance at the cost and the delay of a large number of people,
23 then it's not a good thing, is it?

24 And again, reasonable under the circumstances. So I
25 could say, fine, you've really persuaded me. Let's have a bar

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1 date of late 2020. I mean, obviously, that's crazy, but that's
2 the logical conclusion, right.

3 MR. GOODMAN: Well, again, we're trying to strike a
4 balance.

5 THE COURT: Right.

6 MR. GOODMAN: And proposing January 31st, just so the
7 Court knows, the TCC sought input from the plaintiffs' counsel
8 in the North Bay JCCP who also represented a substantial number
9 of Camp Fire victims.

10 THE COURT: Right.

11 MR. GOODMAN: And we said to them given your
12 experience working with people who have been affected by the
13 2018 Camp Fire, what do you think an acceptable bar date would
14 be? And the answer that we got back was January of 2020. That
15 was the time period they believed would be sufficient and
16 adequate under all of the circumstances of this case to provide
17 for proper notice, to explain to victims who have been
18 traumatized, very real and meaningful ways, by the reality of
19 the 2018 Camp Fire that they would need to file a proof of
20 claim with this bankruptcy court in order to participate in the
21 plan for voting and distribution purposes.

22 So it is not a number that became plucked out of thin
23 air. It was a number or a date that we believed was
24 appropriate given the circumstances of the case.

25 And again, I just want to make clear to Your Honor the

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1 debtor, in their pleadings, quoted from Frank Petrie, Calhoun
2 Bidotti (phonetic), other lawyers who appeared at the hearing.
3 They are members who participate in our meetings. They were in
4 the room when we picked January 31st, 2020. The notion that
5 the victims in this case somehow are at odds with the TCC, I
6 think, is somewhat of a bit of a fantasy. The folks who seem
7 to think that are not the ones who are interacting with them on
8 a daily basis.

9 THE COURT: Listen, if I knew from a crystal ball that
10 there's no way on earth there's going to be a distribution for
11 some horrible, long period of time, that would be one thing but
12 I don't know that. And there certainly seems to be
13 pressures -- not internally here, coming from outside, from
14 lots of sources that the last thing in the world would want to
15 do for the benefit of the victims, and frankly the contract
16 parties. I'm not forgetting the fact that there are thousands
17 and thousands of creditors who aren't fire victims who are
18 getting delayed also.

19 So it seems like it's -- I've got to have a real sense
20 that slowing it down has -- I've got to have a reason, and it
21 is a -- if at the end of the day, there never is a plan to
22 discuss until middle of next year, then who cares? I mean, the
23 victims care, and the creditors care, but the system has worked
24 the way it works, right or wrong.

25 But on the other hand, if we have a -- whether it be

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1 the political forces, the governor or the PUC, legislature, the
2 last thing in the world that I think would be regrettable would
3 be if the bankruptcy system is slowing them down. The
4 bankruptcy system, in my mind, needs to be out in front, and
5 we've got to have all sorts of other regulatory concerns, CPUC,
6 FERC, others -- legislature. Anyway, I'm repeating myself. Go
7 ahead.

8 MR. GOODMAN: Well, but again, I think the January bar
9 date does fit within that timeline. I think the -- again,
10 we're trying to balance a lot of competing interests. We're
11 not unmindful of all of the concerns that Your Honor has just
12 raised. However, we also are confronted daily with the reality
13 of people who are homeless, people who ran for their lives,
14 people who lost family members, daughters, husbands. This is a
15 different a case for that reason.

16 And we have a debtor here who is purportedly solvent.
17 If you had a plan filed tomorrow that said tort claims are
18 reinstated or paid in full, again, just setting a later bar
19 date to ensure that more people are able to participate in that
20 process --

21 THE COURT: Something tells me if we had that kind of
22 a plan, we'd figure out a way to make it happen faster.

23 MR. GOODMAN: I'm sure we would.

24 THE COURT: Well, I'm not --

25 MR. GOODMAN: Or not.

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1 THE COURT: -- being --

2 MR. GOODMAN: Yeah.

3 THE COURT: -- cavalier about this. I mean the
4 complexity of this case goes without saying. Everybody repeats
5 it, so we don't have to keep saying it.

6 But again, my point is that the bankruptcy system that
7 does allow some flexibility shouldn't become an impediment if
8 all these other forces line up together. And it's not -- the
9 problem isn't going to get solved in this courtroom, it's just
10 going to get implemented perhaps in this courtroom, but it's
11 outside court -- anyway, let's -- if Ms. Cabraser is going to
12 help me understand it, I would like to hear from her.

13 Good morning.

14 MS. CABRASER: Good morning, Your Honor, or this
15 after -- good afternoon.

16 THE COURT: Well, it's morning in Hawaii. How's that?

17 MS. CABRASER: Yes. Aloha, Your Honor, and thank you
18 very much for hearing from us today. And thank you for the
19 time and care and attention that you have taken with respect to
20 the bar date issues, the proof of claim form issues, the notice
21 plan issues. It is of tremendous and unusual importance in
22 this bankruptcy to the tort claimants.

23 I do appear here as somewhat of a stranger. Unlike
24 most lawyers in this courtroom, I am not a bankruptcy expert,
25 I --

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1 THE COURT: Most of the experts -- most of the
2 nonexperts have come in and make the mistake of announcing at
3 the podium that they don't know what they're talking about.
4 You're too well known and too respected to even make that
5 mistake of saying that.

6 MS. CABRASER: Well --

7 THE COURT: Some of us irreverent bankruptcy judges
8 usually say, yeah, we knew that anyway.

9 MS. CABRASER: The --

10 THE COURT: But we don't go into your forum and tell
11 you how to do things.

12 MS. CABRASER: And I'm not here to return the favor at
13 all.

14 But I think it's important, particularly since like
15 this Court in this circumstance, I live and die in my
16 particular practice --

17 THE COURT: Right.

18 MS. CABRASER: -- by Mullane to ground what I'm going
19 to say about the notice and outreach plan in that case, which
20 is the one case that rules all.

21 And here, I think what --

22 THE COURT: Well, and we call it the seminal case,
23 right? Right?

24 MS. CABRASER: The seminal case, it was the case that
25 certainly is the touchstone for all things notice-related. And

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1 the due process concept that is the most profound one in
2 Mullane is that due process operationalizes the right to hear
3 and be heard.

4 The claim form, the proof of claim itself,
5 operationalizes the right to be heard for claimants. The
6 concern here is making sure they hear, making sure that we have
7 enough reach, enough frequency through the media that these
8 claimants use and understand so that they can take care of very
9 clear, very reasonable principles or forms that Your Honor has
10 developed in conjunction with the debtor and the TCC.

11 So in that regard, I also have to say how much we
12 appreciate the fact, as you heard this morning, that the notice
13 plan has -- that the debtors proposed has substantially
14 improved in response to the Angeion program. That's what
15 happens when competitors compete.

16 And I would like to focus on several remaining gaps
17 that we believe can and should be filled, can be done. Right
18 now, you'll notice that both plans have the same budget. It's
19 now 21.5 million approximately, so --

20 THE COURT: I had a little trouble trying to figure
21 out that.

22 MS. CABRASER: Well, we --

23 THE COURT: That's why I asked for some information.

24 MS. CABRASER: We did, too but I think the last
25 comparison based on the 2.0 plan I think has the debtors

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1 program at 21,500,000, and the Angeion program is at
2 21,850,000.

3 The key differences don't have anything to do with
4 mailing, but they have to do with aspects of the notice plan
5 that would reach these claimants soonest and most effectively.
6 And Your Honor that's where this interrelates with the bar
7 date. You've heard all of the reasons why we believe the TCC
8 proposed bar date is appropriate and that it will not impede
9 with a swift resolution of the bankruptcy. That's what the TCC
10 wants. They are not going to be the ones in front of that
11 train.

12 But while those proceedings are progressing, if we can
13 use the time that we have, whatever time Your Honor gives us
14 for the bar date, to saturate these dispersed communities with
15 effective notification, then we are increasing the probability
16 that they will get their proofs of claim in on time.

17 THE COURT: Well, how do we know that? How do we know
18 we're not saturating them with then hearing the notice over and
19 over again, as distinguished from an earlier notice that tells
20 them what the consequences are?

21 MS. CABRASER: The notice plan -- the Angeion notice
22 plan that we think should be adopted, whether Angeion does it
23 or the debtors' vendor does it or some combination of joint
24 notice plan, which would be ideal, is done, actually frontloads
25 the type of notice that's going to be most effective in

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1 reaching these people, and that's why I mentioned frequency of
2 messaging. It's a tentative advertising that no one is
3 actually hearing your message until you're so sick of it, you
4 don't want ever to say it again.

5 MR. KAROTKIN: Your Honor, can I interrupt? Is Ms.
6 Cabraser here as a media expert and a noticing expert or is she
7 here representing a client, because this sounds like testimony
8 on behalf of Angeion. I'm confused.

9 MS. CABRASER: It is not testimony on behalf of
10 Angeion -- I will tell you exactly why and how I'm here, Your
11 Honor, and it is a little unusual.

12 THE COURT: Well, you know that Angeion was notably
13 absent when the debtor wanted to pin them down, and I made it
14 clear that I wasn't going to turn this into a --

15 MS. CABRASER: Understood.

16 THE COURT: -- you know what kind of a contest.

17 MS. CABRASER: Understood.

18 THE COURT: But that doesn't mean that suddenly we
19 just pretend that they have provided the information to the
20 debtor. I mean, to me you're making an argument for a later
21 date. You haven't told me --

22 MS. CABRASER: Ah.

23 THE COURT: -- and Mr. Karotkin's criticism, why don't
24 I just say you've persuaded me on the date, we'll go with the
25 debtors' plan and make it go longer or more frontloaded. I

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1 mean --

2 MS. CABRASER: Right. They are interrelated issues,
3 and that's a possibility, Your Honor.

4 THE COURT: Yeah.

5 MS. CABRASER: Let me simply explain why we believe --
6 and look, I am not Angeion. I am not a notice expert, but I am
7 a lawyer that --

8 THE COURT: No, but you're known for your expertise
9 and experience and track record and good results in cases in
10 this court and lots of other courts, so everybody knows who you
11 are --

12 MS. CABRASER: All right.

13 THE COURT: -- and including me, but that's the point.
14 So therefore, what should I do that's different in this case?

15 MS. CABRASER: You --

16 THE COURT: And again, I made a comment earlier -- I
17 don't know if you heard me -- your experience is in class
18 actions, mostly, I guess, but class actions don't have bar
19 dates.

20 MS. CABRASER: They do --

21 THE COURT: I mean -- excuse me, they don't have
22 discharge dates, right? If you never got notice of a class
23 action, and the company is still around, you're still alive and
24 well, aren't you?

25 MS. CABRASER: It depends, Your Honor. In class

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1 actions settlements there are bar dates.

2 THE COURT: Okay.

3 MS. CABRASER: There are claims deadlines.

4 THE COURT: But if you don't know about it, there's no
5 statutory bar date like a claims deadline in the statute,
6 right?

7 MS. CABRASER: There is case law that says if you
8 don't know about it, if the best -- if the most -- if the best
9 practical use was given to you consistent with due process, and
10 you were the one that didn't find out about it, and you didn't
11 make a claim, you're out. So it is somewhat --

12 THE COURT: Is the debt discharged? I don't think so.

13 MS. CABRASER: Yes, there would be a class -- well,
14 there would be a class-wide dismissal and release.

15 THE COURT: Well, that could --

16 MS. CABRASER: It might be the --

17 THE COURT: But is it a legal discharge?

18 MS. CABRASER: It may be the -- it would be the
19 functional equivalent of a discharge with respect to that
20 claim.

21 THE COURT: Well, it's well established in Ninth --
22 not Ninth Circuit; it's case law, and I believe the seminal
23 case on this was the Tenth Circuit -- if you never know about
24 the bar date, you're not discharged. That's the --

25 MS. CABRASER: Well, that's the no harm, no foul.

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1 THE COURT: Well, you know what? For most of our
2 cases that I preside over, it's fatal because the debtor is
3 gone.

4 MS. CABRASER: That's right.

5 THE COURT: I don't expect this debtor to be gone.
6 And if a victim is able to persuade a court that it never knew
7 of the discharge deadline, then it may not be discharged. And
8 that's not such a bad thing if you've got a company like this
9 company surviving.

10 MS. CABRASER: It isn't a bad thing. What we believe
11 is a better thing, Your Honor, is that tort claimants have the
12 fullest opportunity to actually make their claims --

13 THE COURT: No, I understand.

14 MS. CABRASER: -- while we're all in these
15 proceedings. And so here are the major gaps --

16 THE COURT: Okay.

17 MS. CABRASER: -- that we see that can be filled, that
18 should be filled, that would ensure Mullane compliance, that
19 would maximize claims, and would do so without added cost
20 overall. And this is first with respect to frequency of
21 messaging. The TCC plan reaches all adults in Northern
22 California on average of 51.95 times and reaches over eighty
23 percent of all Californians, 28 times.

24 The 2.0 plan from the debtor reaches Northern
25 Californians eight times, and Californians only five times.

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1 The reason frequency is important is to get people to
2 hear. The people in this group are displaced; many are
3 homeless, and they live by their phones. We know they have
4 their phones.

5 THE COURT: We don't have any data on this, though,
6 right? I mean, I understand what you're saying, and I suspect
7 you're right, but there's no real observable data about this
8 out there.

9 MS. CABRASER: Have public health folks been able to
10 poll these people? No. We're in the process of trying to
11 reach them. But I can tell you this, Your Honor, on behalf of
12 my clients from the Camp Fires community. I represent wrongful
13 death claimants, as well as property claimants in both Camp
14 Fire and North Bay.

15 And by the way, many North Bay fires folks are still
16 unrepresented. With respect to North Bay, I know that people
17 live by their phones because I've seen my clients do it.

18 THE COURT: No, but my -- no, I'm sorry, my question
19 was different. Is there any observable data on the number of
20 people who literally are -- by homeless, I mean are out of
21 touch with any kind of system where reliable notice might work
22 for them?

23 MS. CABRASER: What we know is there are thousands of
24 folks that don't have a new permanent address, don't have a
25 forwarding address, are in touch with family members and

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1 friends, and members of their former communities primarily by
2 phone, and that is why our notice program focuses so heavily on
3 frequency through social media -- Facebook, Instagram,
4 Twitter -- and also why it focuses so heavily on a live-
5 streaming audio because people listen to that on their
6 smartphone.

7 So here's what I would suggest as the gaps that can
8 and should be filled without added expenses and without added
9 time. And by the way, these are the aspects of a notice
10 program that could be instituted most quickly, instantly.
11 Social media can happen the day after Your Honor's order.

12 THE COURT: No, I'm sure that's true.

13 MS. CABRASER: Mailing is going to take two weeks
14 before people receive letters, if indeed they get them.

15 THE COURT: But we have a law that says it has to be
16 mailed.

17 MS. CABRASER: Of course. Of course. It's necessary
18 here, but not sufficient, particularly when the addresses are
19 of destroyed homes. But streaming audio, radio via smartphone,
20 will reach people. It will reach them on a same-day basis, and
21 it will reach them frequently.

22 The remaining gaps --

23 MR. KAROTKIN: Your Honor, I have to object. This is
24 testimony. She is not a media expert.

25 THE COURT: No, I understand. I understand. And I'm

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1 not sure what to make of it. I'm going to let her finish the
2 point.

3 MS. CABRASER: All right. We are suggesting to the
4 Court features of a notice plan, court-approved, that would do
5 what we know the Court wishes to do, and what we know the
6 debtor has said it wishes to do.

7 With respect to --

8 THE COURT: Wait, let's stop there.

9 MS. CABRASER: Yes.

10 THE COURT: Right. So why don't I just tell Mr.
11 Karotkin I want to see a higher level of frequency, period?
12 That doesn't answer the question of the bar date. I mean,
13 that -- so it isn't related to the bar date.

14 MS. CABRASER: All right.

15 THE COURT: You just said it's frontloaded. So I
16 mean, this is why I'm having trouble, and I'm not going to --

17 MS. CABRASER: All right. Let me try to tie it
18 together.

19 THE COURT: I'm not going to throw you off because
20 you're not a qualified expert in media, but you've got to
21 understand, we've got to focus on the different issues here.

22 I've got a decision to make about a deadline, which is
23 clear, and I've got a decision to approve the debtors'
24 comprehensive plan or an alternative plan that frankly isn't
25 very complete, except you're telling me how it can do all these

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1 things. But I have the Angeion -- I mean, I find it strange,
2 to be honest with you, that we would have this hearing, and the
3 Angeion principals haven't even made themselves available to be
4 deposed or interviewed by the debtor. And I'm supposed to say
5 okay, well, let's just forget that. Let's just take a very
6 respected, and -- respected member of the bar tell me why they
7 should go with the Angeion who hasn't complied with very
8 fundamental procedural processes, okay?

9 MS. CABRASER: My --

10 THE COURT: So let's mix the --

11 MS. CABRASER: All right.

12 THE COURT: Let's get the -- separate these things
13 out.

14 MS. CABRASER: We'll separate them out.

15 THE COURT: Because you know why? You're making a
16 very persuasive argument for me to tell Mr. Karotkin, you've
17 got an October deadline; pick up the media and the audio
18 streaming --

19 MS. CABRASER: Okay.

20 THE COURT: -- in the frontload.

21 MS. CABRASER: The deadline issue is this, Your Honor.
22 And they are interrelated, and I'll try to extricate them to
23 the extent I can.

24 THE COURT: Well, you've got to. Yeah, you've got to.

25 MS. CABRASER: All right.

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1 THE COURT: Okay.

2 MS. CABRASER: The point that was made about
3 seasonality is an important one. It's not anyone's fault that
4 it's June and that a notice program would not launch into July.
5 We have to live with that, but the reality of that under
6 Mullane is that it's most difficult -- I don't think anybody
7 would disagree for lots of reasons, it is most difficult to
8 reach folks and motivate them to act over the summer months.
9 It gets easier --

10 MR. KAROTKIN: Your Honor, I really -- this is expert
11 testimony on noticing. This is completely inappropriate.

12 THE COURT: I know, Mr. Karotkin. I'm not going to
13 make a finding. I'm just listening to the argument. I
14 understand your point. I understand your point but make --

15 MS. CABRASER: Okay. My clients tell me -- without
16 waiving attorney-client privilege --

17 THE COURT: Well, you're about to waive it. So --

18 MS. CABRASER: Generically, generically --

19 THE COURT: Yeah.

20 MS. CABRASER: -- that --

21 THE COURT: Shall we forget the hearsay rule while
22 we're at it?

23 MS. CABRASER: We may forget a lot of things and --

24 THE COURT: Okay, you're in the bankruptcy court now.

25 MS. CABRASER: We're in the bankruptcy court. We're

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1 in the bankruptcy court, Your Honor, and --

2 THE COURT: Yes, go ahead, what? Without waiving
3 privilege and forgetting the rules of hearsay, what is the
4 point?

5 MS. CABRASER: Community members gather, again, by
6 phone, by social media, physically where they can during the
7 holiday season. This happened --

8 THE COURT: Well, but so do nonvictims. So do people.

9 MS. CABRASER: Yes.

10 THE COURT: Just people.

11 MS. CABRASER: And --

12 THE COURT: Nonvictims.

13 MS. CABRASER: Yes, this is not specific to victims.
14 That is why this is not a matter of notice expertise. This is
15 a matter of recognizing the reality of human life that is even
16 more important to displaced and dispersed victims to know that
17 if we want to have an effective claim program with a meaningful
18 bar date that is consistent with due process and that
19 reasonably makes all reasonable efforts to apprise folks of the
20 ability to file a proof of claim and get those claims in so
21 that the bankruptcy can proceed, we would want to take
22 advantage if at all humanly possible of the holiday season when
23 people are most likely -- people, just people -- forget the
24 particular needs of these people, my clients, just people --
25 are more likely to gather, to speak with each other, to

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1 reinforce and encourage each other.

2 THE COURT: But what are they likely to do when they
3 either get something in the mail or if they don't have mail
4 delivery, get something in the newspaper or on their streaming
5 phones that says you have to file a claim in the bankruptcy
6 court? There can't be a victim alive who has intelligence who
7 doesn't know that PG&E is in bankruptcy.

8 So what they shouldn't -- I can't assume they do
9 know -- are the fine points of bankruptcy law and procedure, or
10 any other civil procedure. What's going to be different about
11 telling them fifty times rather than thirty times? If they're
12 not going to do it, they're not going to do it. And if they
13 know there's a deadline, why aren't they going to do it?

14 In other words, put it a different way and --

15 MS. CABRASER: What is different?

16 THE COURT: Put it this way, if I tell you ten times
17 you've got to do it by a deadline, and you don't, and I tell
18 you ten more, and ten more, and ten more, is something going to
19 change?

20 MS. CABRASER: Yes.

21 THE COURT: What?

22 MS. CABRASER: It's going to get through to a
23 traumatized victim, a dispersed victim, that they have to do
24 it. They are going to --

25 THE COURT: But how many does it take?

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1 MS. CABRASER: I could not tell you --

2 THE COURT: Okay.

3 MS. CABRASER: -- how many is enough. But the more we
4 can give with a -- cost-effectively -- and remember, social
5 media is very inexpensive, and frequency is very inexpensive.

6 THE COURT: I already agreed with you that maybe the
7 simple solution is to increase the frequency and --

8 MS. CABRASER: To increase the frequency and to give
9 enough time, Your Honor. These are the two aspects of it.

10 THE COURT: Okay.

11 MS. CABRASER: It is a balance.

12 THE COURT: But I need to have a better --

13 MS. CABRASER: And it is an art.

14 THE COURT: I need to have a better sense -- I mean
15 the art -- the experts have just demonstrated a lot of art.

16 MS. CABRASER: Um-hum.

17 THE COURT: You're not an expert in this, nor am I,
18 and I've read from both sides; whether there are difference of
19 opinions as to who should be believed, they are both telling me
20 things that I'm not familiar with. So I have to rely on them.

21 But this notion that people are going to gather around
22 at Christmastime because they can put together a proof of claim
23 is not very persuasive compared to doing it now or in October
24 or September, if they are bombarded with information and
25 reminders again and again, do it.

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1 It's almost if you keep telling them, they don't do
2 it, they'll never do it. So why should I assume that after
3 telling people fifty times, we should tell them ten more times?
4 I mean that's really what you're saying.

5 MS. CABRASER: The --

6 THE COURT: Because it's the holidays.

7 MS. CABRASER: Well, there's --

8 THE COURT: And I don't see the connection.

9 MS. CABRASER: There is a substantial difference --

10 THE COURT: Okay.

11 MS. CABRASER: -- between telling someone something
12 five times and telling them fifty times. Is fifty the minimum?
13 Is it somewhere in between? I don't know that standing here
14 today, but I do know that more is better.

15 THE COURT: What's the experience -- what's the class
16 action experience?

17 MS. CABRASER: The class action --

18 THE COURT: And I'm not talking about people who got
19 a -- paid too much for their Volkswagen that polluted the air.
20 I'm talking about tort victims.

21 MS. CABRASER: That was an easy one, Your Honor.

22 THE COURT: Yeah, I'm sure it was. But I'm talking
23 about tort victims.

24 MS. CABRASER: Tort victims.

25 THE COURT: So what's the magic formula?

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1 MS. CABRASER: The magic formula is maximum frequency
2 over maximum time through the most number of media, which is
3 why on the class action side you see notice plans like the plan
4 that you see developing before you in this courtroom through
5 the back and forth of the debtor and the TCC. It's getting
6 there. There's a plan. It's a multimedia plan. There are a
7 couple of features that the debtor plan doesn't have yet that
8 we thought it should: the public relations and word on the
9 street.

10 On the class action side, we don't start from a clean
11 slate every time. We go back to the last program that worked
12 well that we have metrics for in a given type of case.

13 THE COURT: Right.

14 MS. CABRASER: And then we build on it because the
15 technology is advanced --

16 THE COURT: Right.

17 MS. CABRASER: -- and because we learned from it.
18 It's an iterative process. That's why the TCC submitted the
19 declaration that it did from Mr. Deon (phonetic), who deals
20 with traumatized folks.

21 THE COURT: Well, there are some --

22 MS. CABRASER: And I'm relying on --

23 THE COURT: But there's some question about the
24 validity of the reliability of that.

25 MS. CABRASER: And --

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1 THE COURT: But that's neither here nor there.

2 MS. CABRASER: And when -- I'm just speaking from
3 personal experience, not an expert -- when I worked on the
4 notice program in Deepwater Horizon that Your Honor mentioned,
5 where we had Gulf States, we didn't have mass injury claims but
6 we had economic trauma.

7 THE COURT: Um-hum.

8 MS. CABRASER: So it was a little milder but it was
9 acute. People were out of jobs. They were out of work. Their
10 businesses were closed.

11 THE COURT: Yeah. No, I'm aware of that.

12 MS. CABRASER: We did a very similar plan to this one.
13 There was actually more frequency. We --

14 THE COURT: What was the time frame? What was the --

15 MS. CABRASER: We had a longer time frame. We had
16 about a year, Your Honor, and so we took full advantage of
17 that. And so this one is really scaled to --

18 THE COURT: Is there any --

19 MS. CABRASER: -- we have less time.

20 THE COURT: Is there any data as to if you had a
21 window that was a year long, when the claims built up or didn't
22 build up? In other words, it's one thing to say, okay,
23 Deepwater took a year, but if did a chart to go when were the
24 claims filed --

25 MS. CABRASER: Oh, month-by-month? It -- fall,

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1 fall/winter, the holiday season. And that's something that
2 seems to repeat across --

3 THE COURT: But when was the accident to begin with?

4 MS. CABRASER: The accident was --

5 THE COURT: I don't remember.

6 MS. CABRASER: -- in April of 2010.

7 THE COURT: Okay.

8 MS. CABRASER: There were various notice programs for
9 various purposes throughout the life of the proceedings because
10 it's a maritime case and there -- where there were different
11 notices. The class notice --

12 THE COURT: Well, I know it's a maritime case but the
13 people on the land who --

14 MS. CABRASER: Oh.

15 THE COURT: -- suffered oil or whatever the
16 chemicals --

17 MS. CABRASER: Class notice started in April 2012 and
18 went through April of the following year.

19 THE COURT: But my question was if you had a chart
20 that showed what the frequency of the claims --

21 MS. CABRASER: Of the claims --

22 THE COURT: -- filing, and you told me that ninety-
23 five percent of them were the first three months, and there
24 were eight claims filed in the last three months, you won't
25 persuade me to do something different here.

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1 THE COURT: Again, due process is what it is, but the
2 notion that we delay a process by a couple of more months to
3 pick up three claims or two claims or six claims is not very --

4 MS. CABRASER: Understood.

5 THE COURT: -- persuasive. Because, again, I'm not
6 unsympathetic to those people, but how many times do you have
7 to tell them?

8 And I'll grant you that if there's a victim out there
9 who doesn't know about it until the last day, I want that
10 person and you want that person to be able to assert a claim.

11 MS. CABRASER: Um-hum.

12 THE COURT: But at some point, you have to draw the
13 line, right?

14 MS. CABRASER: Understood.

15 THE COURT: Okay.

16 MS. CABRASER: Understood, Your Honor.

17 THE COURT: So the question is --

18 MS. CABRASER: We're trying to assist in --

19 THE COURT: -- with Deepwater as --

20 MS. CABRASER: -- the right balance.

21 THE COURT: So we're going to forget smoking
22 Volkswagens and we're going to talk about large-scale torts.
23 Is there any information that you can share about the timeline
24 of the window to assert the claim compared to the actual
25 assertions of claim?

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1 MS. CABRASER: Yes. We know that the claims ramped up
2 toward the -- what we could call a bar date, the end date for
3 claims. You couldn't make any --

4 THE COURT: Well, that's probably always the standard.

5 MS. CABRASER: That's very standard.

6 THE COURT: That's human nature, right?

7 MS. CABRASER: That's fairly standard. That's going
8 to happen here. I think we can predict that.

9 THE COURT: Yeah.

10 MS. CABRASER: I would have to compile the charts.
11 These were reported monthly by the claims administrator.

12 THE COURT: Okay.

13 MS. CABRASER: But we know that the claims spiked in
14 the fall after the summer. We know the claims spiked over the
15 holiday season. And so frankly, Your Honor, just
16 experientially, not as an expert, what we're trying to do here
17 in striking a balance between a bar date and maximizing the
18 reasonable opportunity for folks --

19 THE COURT: When the notices --

20 MS. CABRASER: -- was to use that.

21 THE COURT: -- went out in something like Deepwater --
22 or again, I'm not focusing only on Deepwater, but I want to --

23 MS. CABRASER: Um-hum.

24 THE COURT: -- talk about mass torts. I presume the
25 original notices also had the deadlines?

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1 MS. CABRASER: Yes.

2 THE COURT: So the ramping up of the claims filing is
3 a direct function of what the deadline was in the first place.

4 So there's no data, I presume, that tells us what is
5 the sequencing or the frequency of people asserting and filing
6 claims after they first know of the claims.

7 MS. CABRASER: No.

8 THE COURT: In other words, if I am a victim of the
9 Deepwater and I get a notice in April that says file your claim
10 by next April, I'm going to say, okay. I'll get around to it.
11 If I get a notice in PG&E that the bankruptcy court says file
12 your claim in October, I'm going to file my claim in October
13 unless I don't know in the first place, which gets back --

14 MS. CABRASER: Um-hum.

15 THE COURT: -- to the question of well, okay. Let's
16 just front-load the noticing.

17 MS. CABRASER: Well, and that's the reach question,
18 Your Honor. The reach question is the right to hear. So we
19 need to get to folks, really decide the frequency which
20 reinforces the idea and motivates. Let's just talk about the
21 reach and how to get to people with a date so they can do
22 something --

23 THE COURT: Okay.

24 MS. CABRASER: -- in a way they can understand.

25 THE COURT: But then, see, now we're where Mr.

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1 Karotkin was going to object. He's objected a couple of times
2 to your statement and I let you make the statement.

3 But how do I, as the poor old bankruptcy judge, know
4 why I should tell Ms. Finegan in her effort, no, that's not
5 good enough. Agajanian's is better. I don't know. There's no
6 way of knowing this. I mean, you're making a pitch for why the
7 Agajanian proposal is better, and why some victims of Camp Fire
8 are maybe going to do better if they have more time. But I
9 haven't heard you say anything, really, that's flawed about the
10 debtors' proposal, other than maybe there ought to be a little
11 more front-loading of the notice. But that doesn't speak to
12 the question of the deadline.

13 So they --

14 MS. CABRASER: Speaking to --

15 THE COURT: -- I'm not asking you to make my
16 decisions.

17 MS. CABRASER: Okay.

18 THE COURT: My decisions are to make, and I'll make it
19 as soon as -- I finish --

20 MR. CABRASER: Right.

21 THE COURT: -- hearing the arguments. But it's one of
22 these things where the reason why things are happening is
23 because other things aren't happening. And there doesn't seem
24 to be any very reliable evidence that we are actually going to
25 save the day for some victims who are in that category of not

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1 knowing, not communicated, not being -- and not responding
2 to --

3 MS. CABRASER: Um-hum.

4 THE COURT: -- the first twenty-eight notices --

5 MS. CABRASER: Okay.

6 THE COURT: -- but maybe the last fifteen notices.

7 MS. CABRASER: Well, first of all to reach them,
8 whatever the timing is, and to optimally reach them, more media
9 are better. So public relations, free news reports, the street
10 teams, old school hand-to-hand noticing --

11 THE COURT: Yeah, I know, I read that.

12 MS. CABRASER: -- community activation --

13 THE COURT: I don't know how that happens. I mean,
14 that --

15 MS. CABRASER: People go out their way and distribute
16 flyers in known population centers, (indiscernible) centers,
17 Chico, Redding, where we know people are. In the areas of
18 Sonoma County where we know people are. That's something the
19 tort claims committee would be involved in personally because
20 they know -- they know their communities.

21 The deadline, Your Honor, it is a balancing act. I
22 don't think anybody, whether they're a notice expert or an
23 advocate or someone that's had forty years' experience of
24 trying to do the best plans in tort situations, as I have,
25 could tell you that there is definitive data which is going to

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1 drive the absolutely perfect date.

2 THE COURT: You haven't had any experience in another
3 bankruptcy case where we've had this happen, have you?

4 MS. CABRASER: In the zone light aspect of the W.R.
5 Grace bankruptcy, Your Honor, we did a homeowners' class
6 notice. We did it in conjunction with a plan. We had a
7 relatively long bar date, primarily because it took folks a
8 while to figure out, once we reached them, whether or not they
9 had the asbestos-containing insulation in their attics, and we
10 couldn't ask them to go up and look or they would get exposed.
11 So that was a very particular problem.

12 But in a sense, we're dealing with an equally unique
13 problem here, just trying to deal, as best we all can, with
14 what we all understand or believe to be the reality of these
15 particular tort claimants. And these particular tort claimants
16 are the guinea pigs in an experiment. This experiment hasn't
17 been run before, so we're doing the best we can.

18 THE COURT: No, I understand. Okay. I want to hear
19 from any other parties that want to be heard.

20 MS. CABRASER: Thank you.

21 THE COURT: And then Mr. Karotkin, I'll come back to
22 you for a closing.

23 Anyone else want to be heard on the issue? Well, oh.
24 For the OCC?

25 MR. LEBLANC: Yes, Your Honor.

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1 THE COURT: Okay. Yeah, and I'll come to you after
2 that.

3 Thank you, Ms. Cabraser.

4 Yes? Go ahead, Mr. LeBlanc.

5 MR. LEBLANC: Your Honor, Andrew LeBlanc again, of
6 Millbank on behalf of the official committee. Your Honor, we
7 rise to just make a few points.

8 And I know Your Honor had in your hearing order a
9 request to discuss the BrownGreer database issues.

10 THE COURT: Well, I mean, it was -- should I touch on
11 that subject in the time we have, yeah?

12 MR. LEBLANC: Your Honor, let me give you the
13 committee's perspective throughout this process. And we
14 agreed -- when the bar date motion was first filed, it was
15 filed on May 1st.

16 THE COURT: Right.

17 MR. LEBLANC: So we're already several -- two months
18 delayed from --

19 THE COURT: No, I'm aware --

20 MR. LEBLANC: -- the time it was filed.

21 THE COURT: -- I'm well aware of that.

22 MR. LEBLANC: And a large part of that delay, Your
23 Honor, was we agreed with the TCC to push off this hearing the
24 first time from the 25th of May, when it was originally
25 scheduled, to June 11th. And we agreed with that expressly for

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1 the purpose of meeting and trying to get access to information
2 that would allow these claims to move forward without
3 respect -- or the analysis of the claims to move forward
4 without, necessarily, regard to the bar date. And that's
5 why --

6 THE COURT: Right.

7 MR. LEBLANC: -- we raised this in our objections.

8 THE COURT: They're separate. Separate issues, right?

9 MR. LEBLANC: It's a separate issue --

10 THE COURT: Yeah.

11 MR. LEBLANC: -- but it's related in the sense that
12 you have to get this information somehow to move these cases
13 forward. And what the committee -- what the official committee
14 is singularly focused on is making sure that we can move these
15 cases forward in an efficient and effective manner. And that's
16 what we've been trying to do from the very beginning. And one
17 way that we know we have to do that is through an exchange of
18 information.

19 THE COURT: Um-hum.

20 MR. LEBLANC: And --

21 THE COURT: Right.

22 MR. LEBLANC: -- the debtors' bar date, as the claims
23 form, as originally proposed, we thought would provide an
24 alternative to that information. And we were supportive of
25 that. But if we could get the information through other means

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1 meaning, in particular, access to the BrownGreer database, that
2 may have obviated the need for the debtors' more expansive
3 claims form.

4 That issue was taken off the table. We put it in our
5 pleadings that we didn't necessarily agree with that decision,
6 but that decision has been made.

7 THE COURT: Made.

8 MR. LEBLANC: So we need to get access to this
9 information because I think there are a few data points that I
10 think are critical to the question of what the right bar date
11 is here, given what has to happen in these cases.

12 First is that there has been a motion to terminate
13 exclusivity in a planned term sheet that's been filed, that's
14 only just been filed.

15 THE COURT: Right.

16 MR. LEBLANC: There's also -- the debtors' exclusivity
17 today, based upon Your Honor's order, we -- Your Honor will
18 recall they asked for an extension of six months --

19 THE COURT: Right.

20 MR. LEBLANC: -- we objected to it.

21 THE COURT: You got four.

22 MR. LEBLANC: Your Honor, we settled on four months.
23 It expires on September 26th.

24 We share Your Honor's concern that if we are at
25 September 26th, just to use that date as an example, and the

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1 bar date is not for another five months, I don't know how
2 people are going to do what they need to do to move these cases
3 forward in any expeditious manner, either to meet Governor
4 Newsom's requirements or even just to ensure that we don't
5 languish in bankruptcy through another fire season, which as
6 everyone knows is --

7 THE COURT: Well --

8 MR. LEBLANC: -- critically important.

9 THE COURT: -- unfortunately, we are going to be at
10 bankruptcy in another fire season.

11 MR. LEBLANC: Well, Your Honor, I mean next year's
12 fire season.

13 THE COURT: Well, then another one.

14 MR. LEBLANC: Regardless of what Governor Newsom has
15 said --

16 THE COURT: Yeah.

17 MR. LEBLANC: -- the fire season that begins in June
18 of 2020 --

19 THE COURT: Right.

20 MR. LEBLANC: -- is what we're concerned about.

21 THE COURT: Okay.

22 MR. LEBLANC: And so what's critical to us is to take
23 the steps necessary to move these cases forward. And that's
24 why we believe the debtors' bar date is critical to getting
25 this done.

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1 From the time that this was filed, and I know it
2 doesn't help the uneducated, unrepresented people who aren't
3 versed in bankruptcy, the fact that it was filed two months
4 ago, but it's critical that we start this process, get the
5 notice out, give them adequate time to respond, and I think the
6 debtors have done a good job of striking the right balance.

7 It is unfortunate that we have to have a hearing of
8 this length to deal with things like how many Twitter posts or
9 how many influencers should be used. Those are the kinds of
10 things that we should have been able to work out without having
11 to come before the Court.

12 THE COURT: Okay. But it didn't happen, so here we
13 are.

14 MR. LEBLANC: It didn't.

15 THE COURT: So the question is, what do I do?

16 MR. LEBLANC: So here we are.

17 So what we would urge, what the official committee
18 would urge, is that Your Honor set the bar date that the
19 debtors have requested of October 21st, that Your Honor approve
20 the notice program that --

21 THE COURT: Do you have a --

22 MR. LEBLANC: -- has been devised.

23 THE COURT: -- Does the OCC have a position on
24 tweaking the debtors' proposal also? I mean, what Ms. Cabraser
25 talked about, that kind of thing?

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1 MR. LEBLANC: No, we don't, Your Honor.

2 THE COURT: Because I don't know how to know how to
3 tell them what to do.

4 MR. LEBLANC: Well, Your Honor, I think we would rely
5 on the experts, and the experts who have been retained --

6 THE COURT: Right.

7 MR. LEBLANC: -- in this case are Prime Clerk to do
8 this notice.

9 THE COURT: Right.

10 MR. LEBLANC: We -- we were also the official
11 committee in the Takata case where a Prime Clerk was the
12 noticing agent and served eighty-eight million notices to
13 people who -- and unlike in this case, who may not have even
14 known that they had a potentially defective air bag, may have
15 lost value in their car. These were latent potential tort
16 claims that needed to get notice --

17 THE COURT: Now, listen. Let me stop you. This is
18 not about promoting or bashing Prime Clerk. The issue is
19 deadline and whether I should try to second-guess any of the
20 experts and say, well, I think you ought to do a little more
21 here, a little more there. Ms. Cabraser made her argument
22 about it. I have to decide whether I buy that argument. My
23 guess is if I tell Prime Clerk to do it, they'll do it. But
24 the question is should I be telling them to do it?

25 But you made your point. Your point is stick with the

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1 October 21st --

2 MR. LEBLANC: Yes.

3 THE COURT: -- proposal.

4 MR. LEBLANC: Our point, stick with the October 21st,
5 and with respect the notice program, if Prime Clerk has devised
6 a notice program that they think is adequate, we support that
7 notice program based on -- not based on it being Prime Clerk,
8 but they're retained for this purpose in these cases and we had
9 no concerns about their notice program even before it was
10 supplemented through what Mr. Karotkin said today. We think
11 it's an adequate notice program, under the circumstances, to
12 provide notice.

13 THE COURT: And as long as you're up there, what am I
14 supposed to do about this BrownGreer report? Anything? Do
15 nothing? Act on it? Not act on it? What's your take?

16 MR. LEBLANC: Your Honor, I think you should enter an
17 order to show cause as to why. And to be clear about what
18 we're asking for, we served a document request on the TCC. We
19 also served a document request on the debtors, we served a
20 documents request on the subrogation claimants in which we
21 asked of the TCC, just give us a password to this database,
22 that's it. And we asked of the debtors -- we asked for the
23 debtors to produce the documents that the TCC said to them, you
24 would have to produce these documents for us to give you access
25 to the database. And to be clear, they were talking about

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1 giving access to us, to the TCC, and to the debtors. That's
2 the request that we made.

3 The response we got from the tort committee was to
4 accuse us of sanctionable conduct. They literally sent us a
5 letter that twice argued that we were violating Rule 11 in
6 asking for a username and password.

7 THE COURT: Well, I issued an order yesterday that was
8 going to be a little earlier than I wanted -- than I had
9 planned -- and on that day I said, tell me whether I should do
10 something about this BrownGreer report. I'm not going to do
11 anything today because that would be unfair to everyone.

12 But it's sort of like a 800-pound gorilla sitting in
13 the living room. And I've got to go in the living room and see
14 if he's in there. I don't even know what to do with it and how
15 it relates to the questions before the house today. There's
16 only two questions, there were three today. And that's why I'm
17 not going to act on BrownGreer.

18 But so one more question for you, Mr. Leblanc, the OCC
19 has accepted the debtors' willingness to go with the TCC's
20 form. You've made it clear on the proposed deadline. I take
21 it, then, when and how you get the BrownGreer information is
22 not relevant to either of those two questions?

23 MR. LEBLANC: It no longer is --

24 THE COURT: Okay.

25 MR. LEBLANC: -- Your Honor --

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1 THE COURT: Okay.

2 MR. LEBLANC: -- because --

3 THE COURT: Okay.

4 MR. LEBLANC: -- the debtors' claim form is not --

5 THE COURT: Correct.

6 MR. LEBLANC: -- the more expansive claims form is no
7 longer here.

8 THE COURT: And so if I go with the debtors' claim
9 form and it goes out, then something's going to happen, and
10 whatever information needs to be obtained later, we deal with
11 it later.

12 MR. LEBLANC: Yes. So I mean, Your Honor, the
13 issue -- one of the issues that we were struggling with is,
14 when the debtors advised everyone, the TCC and UCC at the same
15 time, that they were moving to the TCC's claims form and away
16 from their form, we then realized that our entire position,
17 which was we just need to get this information --

18 THE COURT: Yeah.

19 MR. LEBLANC: -- whichever way we can, that that was
20 affected by that. So we immediately served document requests
21 pursuant under this motion.

22 THE COURT: Okay.

23 MR. LEBLANC: And the issue, Your Honor, is that among
24 the objections that the TCC had was, well, you need to seek
25 this under Rule 2004 and follow your -- serve a subpoena on us

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1 under Rule 2004. And we'll obviously do that.

2 I think, Your Honor, it is -- the elephant in the room
3 is this database because we've been told by the TCC and by the
4 constituent members of the TCC that this database has the
5 information that we'll all need to build up a claims estimate.

6 THE COURT: Okay. Well, again, I'm not going to act
7 on it today.

8 MR. LEBLANC: Your Honor, we would urge the Court,
9 though, to enter an order to show cause as to why that
10 shouldn't be produced. Alternatively, we'll seek authority
11 under Rule 2004 and begin pursuing it that way. It gets to the
12 same place. I think we should -- it's been many months since
13 we've had discussions about this database and haven't had
14 access. So we'll deal with it in a different procedural way if
15 we have to. But we think an order to show cause --

16 THE COURT: Okay.

17 MR. LEBLANC: -- would make sense.

18 THE COURT: Thank you, Mr. LeBlanc.

19 MR. LEBLANC: Thank you, Your Honor.

20 MR. GOODMAN: Your Honor, could I just be briefly
21 heard on the --

22 THE COURT: Well --

23 MR. GOODMAN: -- BrownGreer issue?

24 THE COURT: -- what?

25 MR. GOODMAN: Could I just be briefly heard on the

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1 BrownGreer issue? I want to clarify --

2 THE COURT: Well, I'm not going to act on it. I'd
3 rather that we get to the critical question, so let me come
4 back to that.

5 So the gentleman over here. You wanted to be heard,
6 so come on.

7 MR. LEMON: Thank you, Your Honor.

8 THE COURT: And then I'll go to you next, sir.

9 Again, just state your name for the record. I think I
10 keep track of lawyers who have been appearing frequently,
11 but --

12 MR. LEMON: Thank you. John Lemon, appearing for the
13 Singleton firm on behalf of the Singleton firm's fire victims.

14 THE COURT: And you got on your plane late, but you
15 got here, see?

16 MR. LEMON: I did. I made it.

17 THE COURT: Yeah. Well, the hearing went late, too.
18 So Mr. Lemon, what do you want me to do today?

19 MR. LEMON: I just wanted to address this issue of the
20 bar date. And specifically, the Singleton firm -- I appreciate
21 Your Honor's concerns about moving this process along. And
22 frankly, we agree that the holiday season is not going to see a
23 spike in claim forms being filed. We actually tend to agree
24 more with the debtor than with the TCC.

25 However, we think that what strikes the best balance

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1 here is a deadline of November 8th, which would be exactly one
2 year since the Camp Fire.

3 THE COURT: But I mean, is there some magic to that?
4 Is it because it's psychological or --

5 MR. LEMON: Exactly.

6 THE COURT: -- otherwise?

7 MR. LEMON: I just think it's easy. Because word of
8 mouth, people can remember it. If your house or whatever
9 burned down in the Camp Fire on November 8th, 2018, you have
10 until November 8th, 2019 to file the claim in the bankruptcy.
11 It's very similar to the debtors' bar date, but I think it
12 would work better for everyone --

13 THE COURT: I mean, it's two and a half weeks.

14 MR. LEMON: Right.

15 THE COURT: Okay.

16 MR. LEMON: That's our request.

17 THE COURT: That's all?

18 MR. LEMON: Thank you.

19 THE COURT: Yes?

20 MR. STAMER: Good afternoon, Your Honor. For the
21 record, Michael Stamer from Akin Gump Strauss Hauer & Feld,
22 here on behalf of the ad hoc noteholder committee.

23 Your Honor, I'll be relatively brief.

24 THE COURT: That's okay. Take whatever time you want,
25 Mr. Stamer.

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1 MR. STAMER: I greatly appreciate that.

2 Your Honor, the members of the ad hoc committee hold
3 approximately -- or in excess of ten billion dollars of the
4 unsecured bond and bank debt of the debtors in these Chapter 11
5 cases. Your Honor, we filed a very short joinder to the UCC or
6 the OCC's objection to the TCC's bar date motion, if you can
7 follow that.

8 THE COURT: Well, I mean, there's just been a flurry
9 of stuff.

10 MR. STAMER: I'll distill it.

11 THE COURT: And one of the great joys in life is to be
12 told there's an update on something because then I don't have
13 to read what's being updated.

14 MR. STAMER: Here's the update. Your Honor, I'll
15 distill it.

16 We fully support the debtors' request for a bar date
17 date of October 21st. As you'll hear in my presentation, it's
18 bit of a back-handed support. But nevertheless we support --

19 THE COURT: Hey --

20 MR. STAMER: -- October 21st --

21 THE COURT: -- it's a support.

22 MR. STAMER: A support is a support.

23 Your Honor, also as referenced earlier, we filed
24 yesterday a motion to terminate the debtors' exclusive
25 periods --

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1 THE COURT: Wait, Mr. Stamer, do you have a position
2 on the methodology of -- maybe you heard Ms. Cabraser and
3 others comment, and do you have -- your committee doesn't take
4 a position on that?

5 MR. STAMER: We join the committee's pleading that
6 they filed. From our perspective -- again, we support the
7 debtors with respect to --

8 THE COURT: The debtors' proposal.

9 MR. STAMER: -- their proposed bar date. So their
10 procedures and --

11 THE COURT: Well, bar date and procedure.

12 MR. STAMER: -- their date. Correct, Your Honor.

13 THE COURT: Okay.

14 MR. STAMER: We support the debtors on both.

15 THE COURT: Okay. So I mean, if you want to tell me
16 that you filed the motion for exclusivity that's fine, but what
17 else? That's not an action item today, right?

18 MR. STAMER: Actually, Your Honor, it's not. And I
19 don't intend to stand at the podium and talk about it. In your
20 provisional order, you asked the question regarding the status
21 of the plan. And --

22 THE COURT: Right.

23 MR. STAMER: -- from our perspective, it was
24 unfortunate that the company did not respond to your question
25 directly.

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1 So you asked the question in your order, is there a
2 cause for delay? There's nothing public with respect to the
3 filing of the plan. Is a later bar date going to be a problem?
4 And again, we agree that it is a significant problem. And the
5 reason is, Your Honor, we believe that this case, more than
6 anything else, needs a greater sense of urgency, a greater
7 sense of transparency, and frankly, a greater sense of
8 cooperation.

9 Your Honor, as people have said over and over again,
10 these cases were filed principally to deal with the fire
11 claims.

12 THE COURT: Right.

13 MR. STAMER: Equitable, fair treatment of the fire
14 claimants. And Your Honor, as far as we can tell, and I say it
15 with all due respect, the debtors have made very little
16 progress with respect to reconciling fire claims.

17 They did, in fact, make a public announcement that
18 they settled a billion dollars -- or they settled certain
19 public entity claims for about a billion dollars. And Your
20 Honor, many of us found out about that for the first time in
21 the press reports. Which again, we think is --

22 THE COURT: You can add me to that list, by the way.

23 MR. STAMER: -- cooperation -- excuse me, Your Honor?

24 THE COURT: You can add me to that list.

25 MR. STAMER: Understood. But there's a lot of stuff

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1 that you find out through the press. Something like that,
2 actually we shouldn't be reading about. We should be hearing
3 about it from the debtors --

4 THE COURT: But again --

5 MR. STAMER: -- the UCC should as well.

6 THE COURT: -- I can't solve that problem today, can
7 I? I mean, I can give everybody a lot of lecture about
8 cooperate, but I can't make it happen.

9 MR. STAMER: Your Honor, you're exactly right.

10 THE COURT: Everybody knows my views on exclusivity if
11 you haven't -- you've been living on the moon.

12 MR. STAMER: We have, Your Honor. And I understand we
13 filed our pleading at 5 o'clock in the morning, California
14 time, yesterday -- it seems like a month ago -- and Your Honor
15 hasn't had an opportunity to read it.

16 THE COURT: I didn't say that.

17 MR. STAMER: You read it quickly. You read it
18 quickly.

19 Your Honor, again, in the spirit of trying to move the
20 case forward and in connection with answering your question in
21 your provisional ruling, we do think that you need -- for the
22 reasons that the debtor said as well, you need to have the
23 earliest possible bar date.

24 The term sheet that we filed attached to the
25 exclusivity motion calls for -- and this is all over the press,

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1 Your Honor -- up to a thirty billion dollar new investment,
2 Your Honor, with up to eighteen and a half billion dollars set
3 aside for purposes of satisfying fire claims.

4 Now, as part of that construct there needs to be a
5 determination, whether consensually or by the Court, as to what
6 the amount of the fire claims are. There needs to be some form
7 of a metric in place because this company's not going to get
8 out of bankruptcy --

9 THE COURT: No. I'm well aware of that. And I got
10 it. Of course, I understand that.

11 MR. STAMER: Again, also relevant to the timing here,
12 one of the crazy things about this Chapter 11 case like no
13 other, except for the prior PG&E Chapter 11 case, is there is a
14 very significant political element to it, which is hard to kind
15 of get your head around.

16 What we have done, Your Honor, in our proposal, when
17 you read it a second time, is we have made this, the
18 investment, attractive to hopefully everyone involved, but
19 attractive to the politicians and the people that elected them
20 to serve in the state congress and the governor's office. It's
21 rate neutral. The idea is to put money in, not rely on the
22 backs of the ratepayers in order to satisfy the fire claim.

23 MR. KAROTKIN: Excuse me. Is Mr. Stamer arguing his
24 exclusivity motion now?

25 UNIDENTIFIED SPEAKER: I think so.

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1 THE COURT: No. He's actually supporting your
2 positions.

3 MR. STAMER: Exactly, Your Honor. Exactly.

4 THE COURT: But let's --

5 MR. KAROTKIN: I think he's made that clear, and he
6 can sit down now.

7 THE COURT: -- let's move on.

8 MR. STAMER: Right. It's a little bit of a back-
9 handed support, but a support is a support.

10 THE COURT: Make sure you open the door when you go
11 out.

12 MR. STAMER: All right. Probably a good idea.

13 THE COURT: Okay. Bust seriously, Mr. Stamer, I need
14 to hear from others about this subject.

15 MR. STAMER: Just, Your Honor --

16 THE COURT: Okay.

17 MR. STAMER: -- I'll echo one other thing. Actually
18 two other things, if I could.

19 You've heard about the governor's wildfire package.
20 Again, we think that should be a wakeup call for this case.
21 Again, the need for a greater sense of urgency.

22 Your Honor, with respect to BrownGreer -- and I give
23 the tort claimants a tremendous amount of credit because they
24 have masterfully held on to the relevant information to the
25 detriment, I think, of everyone involved.

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1 We don't minimize their struggles with respect to the
2 damage cause by the fire, but our view is we want to get a plan
3 confirmed that pays fire victims. And the best way to do that
4 is to have everyone move this process along, to have an open
5 and transparent process.

6 And Your Honor, what we would like -- and we joined
7 the discovery requests that were made by the official committee
8 seeking the relevant information. We would echo the
9 committee's request with respect to the BrownGreer information.
10 Finding a way to make that available, whether it's through
11 order to show cause by this Court or otherwise, and if we have
12 to go through the formal discovery process, it will be time-
13 consuming and expensive. But it shouldn't just be limited to
14 BrownGreer. It should be an open and transparent process so we
15 can collectively get to the bottom of the fire claims to get
16 this company out of bankruptcy as quickly as possible.

17 THE COURT: Well, I'll just make the statement to you,
18 but I'm really making it to every lawyer in the room. I don't
19 like to get bogged down on formalities of discovery requests in
20 a culture that makes things happen more quickly, and people
21 exchange information. I don't like the idea of on my own
22 deciding to issue an order to show cause about somebody
23 produced this report. But if nothing happens, I will be
24 receptive to that.

25 But somebody either needs to meet and confer and come

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1 to an understanding on how this information can be exchanged,
2 or I will act quickly on a motion for somebody to compel it.
3 So leave it at that for now. Let's stick with what I have to
4 decide today. And I want to know if there's anyone else who
5 wants to be heard on the subject of either the claims bar date
6 or the methodology. Gentlemen --

7 MR. STAMER: Thank you, Your Honor.

8 THE COURT: Yes, sir.

9 MR. SIKOS: Good afternoon, I'm Steve Skikos. I was
10 liaison in the state court proceedings, and I will have a
11 couple comments connected -- or facts, actually, to provide
12 Your Honor that might help you in your determination as to the
13 bar date and the notice.

14 THE COURT: Just tell me, what -- liaison in some of
15 the state court coordinated litigation?

16 MR. SIKOS: Yeah. There was --

17 THE COURT: The fire --

18 MR. SIKOS: one --

19 THE COURT: Okay, yeah.

20 MR. SIKOS: -- state court coordinated litigation --

21 THE COURT: Okay.

22 MR. SIKOS: -- for the North Bay fires --

23 THE COURT: Yeah, all right.

24 MR. SIKOS: -- run by --

25 THE COURT: I understand that.

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1 MR. SKIKOS: Okay. So it's unfortunate that the issue
2 of BrownGreer has come up in this context because this hearing
3 is supposed to be about notice and the bar date and the proof
4 of claims.

5 THE COURT: No, but I take responsibility for putting
6 the BrownGreer out in the paper because I kept hearing about
7 it.

8 MR. SKIKOS: Right. And it has some relevance,
9 though.

10 THE COURT: But I told you I'm not going to act on it
11 today.

12 MR. SKIKOS: Right. But it does have some relevance.

13 THE COURT: Okay.

14 MR. SKIKOS: There's 75,000 to 100,000 people who live
15 outside this bankruptcy who have potential claims. Over half
16 of them are unrepresented. There are tens of thousands of
17 people who have been displaced. And within the BrownGreer
18 system, which exists outside of this bankruptcy, it is not in
19 the possession, custody or control of the TCC. It is not in
20 the possession, custody, and control of BakerHostetler, they
21 never had access to it. It is not in the possession, custody,
22 and control of any financial analyst. It is the work product
23 property of sixty law firms who got together when, after the
24 Camp Fire happened and before the bankruptcy, and said, we have
25 to do something because we are going to fall behind. And the

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1 tort claimants are so far behind in this case and this race to
2 the bar date, with the insurance companies and with the UCC,
3 that they need some way to try to catch up.

4 And so what we did with BrownGreer is we said to the
5 sixty law firms, continue what you did in the state court. The
6 state court -- BrownGreer exists as part of the state court
7 orders --

8 THE COURT: Um-hum.

9 MR. SKIKOS: -- a set of integrated orders within the
10 state court system which I will take two minutes to describe in
11 a minute. But it's important for your ultimate decision here.

12 What we did is we said to the insurance companies and
13 to PG&E and to the public entities, let's use what we did, what
14 we accomplished in the state court here in this bankruptcy.

15 And I came to this Court on January 31st and I said,
16 we should try this. Because we have to take 75 to 100,000
17 people out of being way behind the curve in this case and give
18 them a chance to work up their claims safely and put their work
19 product in with their damage categories without being attacked.

20 So what BrownGreer is, as it exists today, it exists
21 completely outside of this bankruptcy. It is information
22 created to help create a proof of claim form. We spent five
23 months on a two-page document. I went to PG&E and to everybody
24 else at the start and said, guys, we did the notice of adoption
25 and short-form complaint and it's the same document, basically.

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1 Why can't we use the same systems we used in the state court
2 case?

3 MR. SKIKOS: Now, Your Honor nailed it today when you
4 analyzed the proof of claim. We have gone through this proof
5 of claim form and you have to understand, sir, a couple of
6 things about it. There are going to be a thousand questions.
7 There's going to be immense confusion with this proof of claim
8 form. The amount of time we have done just testing it, is
9 unbelievable. And what's going to happen in the real world is
10 that these people are going to get this proof of claim form and
11 they're going to have tens of thousands of questions. What
12 BrownGreer exists for is to run -- is to take the proof of
13 claim form that the Court ultimately orders and allow the firms
14 to put their data in, merge it, and run test plans within the
15 work product.

16 THE COURT: But I'm losing something here because the
17 claim form asks for a name, a date, nature of the damage -- I
18 mean, the harm, you know, home, house, personal injury, and an
19 estimate of claim. Period.

20 MR. SKIKOS: Loss -- loss of use, where did the use
21 occur?

22 THE COURT: Right.

23 MR. SKIKOS: What is the damage?

24 THE COURT: Right. But I mean, is that -- I realize,
25 that might be more than some unsophisticated people are

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1 comfortable trying to assemble but it's not a lot of
2 information.

3 MR. SKIKOS: We've done a good job.

4 THE COURT: Yeah.

5 MR. SKIKOS: Mainly us.

6 THE COURT: I'm not sure of the point you're making.
7 You might've had a legitimate complaint about the form that the
8 debtor wanted but that's iffy. You're not unhappy with the
9 form that's in place now, right?

10 MR. SKIKOS: There's still going to be -- my point
11 about BrownGreer is this. There's still going to be thousands
12 of questions.

13 THE COURT: Okay.

14 MR. SKIKOS: Family versus individual.

15 THE COURT: Got it.

16 MR. SKIKOS: And what we are trying to do, BrownGreer
17 exists for one reason at the start which is to allow firms to
18 safely put the data in to run test proof of claims so that they
19 can put together their families, their information related to
20 that. That's just work product. BrownGreer exists because
21 there're damage categories that people were doing under the
22 state court system. Those damage categories are work product.
23 BrownGreer exists to keep the medical information and the
24 insurance information for an individual law firm to work within
25 the system to put up work product so that we can do this in a

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1 systematic way. And what we did is we went from 3,000 cases
2 that were in within the JCCP, to 23,000 people outside of this
3 bankruptcy.

4 And here's the most important part. I went to the
5 debtor and to the insurance companies and to the public
6 entities and said, we have protections in the state court
7 system if we're going to use BrownGreer. We have case
8 management orders that say it's work product. We have case
9 management orders that say that the damages discovery will not
10 be done against this. We have case management orders that deal
11 with a bunch of different factors relating to this product. I
12 said why aren't we using this in this case? Because everybody
13 wants to speed this up. We could -- we would be at 35,000
14 cases right now. We would be at damage categories that would
15 make sense. We would have an estimation worth that's moving
16 forward.

17 Instead what we've done is we've taken five months to
18 do a two-page form. And here's the problem we have, the sixty
19 law firms are -- who are putting work product in there, they're
20 not going to agree to turn over their work product to PG&E.
21 They don't have any obligation to do that. But what we can do,
22 is we could come up with a case-specific system in this
23 bankruptcy that will speed this process dramatically. How do I
24 know that? Because we did it in the state court case. We did
25 the exact same thing.

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1 And here's the issues for your notice and for your bar
2 date. We know from our work in the state court cases,
3 unraveling 3,000 mixed cases and putting them into 2,000 cases,
4 that it took about thirteen months for people to get together
5 to start being able to recover from these fires. We know -- so
6 that -- if you do the thirteen months, it's basically
7 Thanksgiving.

8 We know from the state court case that with respect to
9 the notice program, there is so much -- it's not the number of
10 times. That's irrelevant. It's the substantive information
11 that is missing for these people. These people have been told
12 for a year by PG&E in ads that their fires were caused by
13 climate change exclusively. These people have never been told
14 that the insurance companies are making claims on their cases.
15 These people have no idea what's going on with respect to the
16 issues within the bankruptcy and that's why there's 75,000
17 people who are not in this court. And what we need to do -- my
18 proposal is this. A Thanksgiving party, a notice program that
19 allows for substantive facts to be presented. Because I don't
20 have any opinion.

21 THE COURT: I don't know what you mean. What are you
22 saying?

23 MR. SKIKOS: Substantive facts meaning there are
24 certain facts, misinterpretations that exist out there. I'm
25 not an expert in notice. I'm not going to even talk about

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1 procedure. But there are misunderstandings out there that
2 people are saying, I don't have a claim, because PG&E went
3 bankrupt. I don't have a claim, even though my insurance
4 company made a claim on my case. And they didn't know that.

5 MR. KAROTKIN: Your Honor, is this more testimony now?

6 MR. SIKOS: This is just facts.

7 MR. KAROTKIN: Mr. Skikos didn't even file the
8 responsive pleading and now he's testifying?

9 THE COURT: I know. I'm trying to figure out what to
10 make of this.

11 Finish your point and tell me what your proposed
12 action item is here.

13 MR. SIKOS: Here are my proposed action items.

14 THE COURT: Because I still, like I said over and over
15 again, I got two decisions to make.

16 MR. SIKOS: Right. All I want is for the BrownGreer
17 discussion to be one of an informed discussion for this Court
18 to consider.

19 THE COURT: And I already said three times, I'm not
20 going to act on it today.

21 MR. SIKOS: Okay. And --

22 THE COURT: BrownGreer surfaced in the bankruptcy
23 court yesterday because I put it into an order saying, somebody
24 ought to tell me about it. You've told me some information
25 about it. I'm not going to issue an order for you to produce

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1 it. If somebody makes a motion to order it, I'll hear the
2 arguments. But let me, Mr. Skikos, did I get it right?

3 MR. SIKOS: Close enough.

4 THE COURT: Skikos. Bar date and procedure. Tell me
5 what you recommend?

6 MR. SIKOS: Bar date, based upon our experience in
7 the North Bay cases, it takes about thirteen months for people
8 to get moving again. I would propose November.

9 THE COURT: November what?

10 MR. SIKOS: November -- Thanksgiving. Sorry.

11 THE COURT: Well, November what?

12 MR. SIKOS: 28th.

13 THE COURT: November 28th. Okay. That is actually
14 Thanksgiving. We don't really want the claims --

15 MR. SIKOS: Notre Dame/USC game.

16 THE COURT: -- to be filed on Thanksgiving day. Huh?

17 MR. SIKOS: The Notre Dame/USC game.

18 THE COURT: You had to say that, didn't you?

19 MR. SIKOS: Yeah.

20 THE COURT: Okay. But you don't really want me to put
21 a claims deadline of Thanksgiving?

22 MR. SIKOS: No. But I mean around that day. That
23 will give people -- what Ms. Cabraser said is accurate. There
24 is going to be some holiday discussions and the holiday
25 discussions have nothing to do with the number of times they've

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1 seen it. The holiday discussions are going to be, oh my God, I
2 didn't know my insurance companies were filing claims on my
3 case, oh my God, I didn't know X, Y, and Z, that this wasn't
4 climate change exclusively. So that's what the holiday
5 discussions are about. So --

6 THE COURT: But if you get in the mail from somebody
7 that says, I'm in bankruptcy and if you'd like to file a claim,
8 you can file a claim. Do you have to get into a debate about
9 climate change or what your insurance company did?

10 MR. SKIKOS: Yeah, because people -- these are not
11 litigious people --

12 THE COURT: I know that.

13 MR. SKIKOS: -- these people just want to know --

14 THE COURT: I understand that. But if you get a form
15 that says, if you sign this form and send it back, you're going
16 to be in the system with a claim on file. I mean, that's --
17 that seems simple. Whether it's --

18 MR. SKIKOS: It seems simple but the unfortunate facts
19 of this circumstance which I've been living since the fire, I'm
20 from Santa Rosa --

21 THE COURT: Okay.

22 MR. SKIKOS: -- is that the people have been -- don't
23 have sufficient information to make an informed decision.

24 THE COURT: I guess what I'm debating, and Mr.
25 Karotkin is going to complain that you're testifying and you're

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1 acting as an expert, is what information does a person need to
2 know to file a proof of claim? You're saying, well, I need to
3 know whether I can even assert a claim. Okay. I can't change
4 that, and TV ads or serious radio isn't going to tell me that.
5 It's going to tell me, if you have a claim, file it by a
6 certain date. So you're arguing for November 28th, I've got
7 October 21, November 8th, November 28th, and April -- I mean,
8 January 31st. But what about the procedure? What about the
9 notice procedure? Are you --

10 MR. SKIKOS: I can't --

11 THE COURT: Do you have a position one way or the
12 other on that?

13 MR. SKIKOS: I have no understanding of notice
14 procedures.

15 THE COURT: Okay.

16 MR. SKIKOS: Just bar date.

17 THE COURT: So focusing on -- so let's leave it at
18 that. You're not taking a position on which procedure. You
19 made an argument as to why I should move the date roughly one
20 month down the road, despite the arguments of two other counsel
21 representing different interests. And your view is that by
22 putting another month in there, something will facilitate or
23 make life a little more bearable for some of the victims to
24 assert a claim.

25 MR. SKIKOS: A significant percentage --

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1 THE COURT: It's hard to know the difference between
2 October 21 and November 28 but it's five weeks. So --

3 MR. SKIKOS: Well, it's because we're going to get
4 through fire season. And there's two other points. The social
5 media aspect that Ms. Cabraser talked about is incredibly
6 important in this particular context. The -- I'm just telling
7 you from a factual standpoint, dealing with -- as liaison in
8 dealing with sixty law firms in the North Bay cases, that there
9 is a significant movement, a change in the people after about
10 thirteen months.

11 THE COURT: Okay. I'll accept that. But I also have
12 to assume that those sixty law firms have at least sixty
13 clients and probably a lot more than sixty, and they are
14 responsible members of the bar and they will pass on the word
15 to their clients, you've got to file a claim because the
16 bankruptcy court has said you have to. And you know, word of
17 mouth is important and victims know about the fate of other
18 victims. So again, I will make a decision on a date and I
19 think leave it at that.

20 MR. SKIKOS: I, 100 percent agree with you on
21 everything you just said.

22 THE COURT: Okay.

23 MR. SKIKOS: The only caveat I would say is this.
24 Over fifty percent of the people are unrepresented.

25 THE COURT: No, I got -- I understand that.

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1 MR. SKIKOS: So anyway. Thank you, Your Honor.

2 THE COURT: Anyone else want to be heard before I --
3 Mr. Karotkin make closing argument? Any more opposition to
4 this?

5 Yes. You were here before.

6 MR. GOODMAN: Thank you.

7 THE COURT: Go ahead.

8 MR. GOODMAN: Again, I just wanted to clarify --

9 THE COURT: Mr. Goodman.

10 MR. GOODMAN: -- something. Because I know that, you
11 know, coming down the road, this issue of data and documents
12 information, it's not here today and I appreciate the Court
13 making that clear, but it is coming. You know, the TCC does
14 not have possession, custody, or control of the BrownGreer
15 database. I don't have access to it. Baker & Hostetler
16 doesn't have access to it. The TCC's financial advisors don't
17 have access to it.

18 THE COURT: Okay. But the bankruptcy lawyers can at
19 least inform people like Mr. Sacos (phonetic) and others who
20 aren't familiar with bankruptcy what the strengths and
21 weaknesses are, and if work product says information cannot be
22 obtained, it can't be. If Rule 2004 and the more generous
23 discovery procedures of the bankruptcy law, do allow that
24 information, then I suggest that somebody ought to get on with
25 making it available. That's all. And we'll treat it

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1 confidentially, and it's not going to go on the internet. It's
2 going to be done -- something's going to be done with it
3 properly. But that, again, I promise it's not an action item
4 today.

5 MR. GOODMAN: And thank you for that clarification
6 again. I appreciate that. But I also wanted to make this
7 point as well is that the TCC does not have access to the
8 debtors' database. BakerHostetler does not have access to the
9 debtors' database. Our financial advisors don't have access.

10 THE COURT: But for what?

11 MR. GOODMAN: Well, I'm just saying to the extent that
12 we end up in a situation involving BrownGreer it's also going
13 to involve PG&E's data.

14 THE COURT: Well, it's a 2004, and before we get to
15 2004, it's the same judge who insists on lawyers, responsible
16 lawyers being cooperative, and if not, we'll do it the hard
17 way. That's all. What's the point?

18 MR. GOODMAN: Thank you, Your Honor.

19 THE COURT: Okay. Mr. Karotkin, you've got the
20 closing argument here.

21 MR. KAROTKIN: I'll be very brief.

22 THE COURT: You don't have to be. No one else has
23 been.

24 MR. KAROTKIN: That's why I'll be very brief. First
25 of all, I got up a number of times because no evidence has been

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1 put in in any --

2 THE COURT: And no findings have been made, either.

3 MR. KAROTKIN: All right. But to in any way question
4 the notice program that we have proposed, no evidence. It's
5 all colloquy. It's all hearsay. Nothing has been presented to
6 you to question --

7 THE COURT: Well, but you know what, I'm going to
8 interrupt you by saying this. I know and respect experienced
9 lawyers, and they don't make a habit -- and you're one of
10 them -- don't make a habit of making stuff up. So when
11 respected members of the bar like your opponents make a
12 statement, I take them as officers of the court trying to
13 persuade me to reach an outcome. And you shouldn't take
14 offense at it any more than I take offense at argument you
15 make.

16 So they can make their argument. I'm not going to
17 make a finding that something needs to be something. This is a
18 discretionary call, as you know, and I have the very, very
19 persuasive argument you presented. I have to decide whether to
20 tweak it or reject it or something. That's all.

21 MR. KAROTKIN: Okay, but Your Honor --

22 THE COURT: Okay.

23 MR. KAROTKIN: -- what I'm saying is nothing was
24 presented to you to give you a basis to tweak it. Nothing.

25 THE COURT: Well, certainly the opinions of a couple

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1 of experienced lawyers.

2 MR. KAROTKIN: And let's go to Ms. Cabraser's opinion.

3 THE COURT: Okay.

4 MR. KAROTKIN: When you asked her what is the
5 frequency in class action cases, you specifically asked her
6 that question; she didn't answer that question. But our expert
7 did answer that question. And she, in her affidavit, said it's
8 a lot -- significantly less than the frequency we have here.

9 In addition, our expert, and she'll get on the stand
10 and tell you right now, that what you said was exactly right.
11 After ten times or fifteen times or twenty times -- and it's in
12 her declaration -- there are diminishing returns. That's the
13 situation. So just adding a hit of fifty-eight times is a
14 waste of money. It actually is counterproductive. And if you
15 want to hear testimony on that --

16 THE COURT: I don't.

17 MR. KAROTKIN: -- we have testimony on that.

18 THE COURT: It's in the record, and I've reviewed it.

19 MR. KAROTKIN: So as I'm saying -- what I'm saying,
20 there is no basis to second-guess what we're proposing.

21 As to the October 21st date, again, we think it's more
22 than adequate. No one has come up with any logical reason why
23 it should be extended, particularly under the circumstances
24 here where the proof of claim form has been modified to make it
25 extremely simple. In the Takata case, a mass tort case, I

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1 believe that Mr. Leblanc referred to it, that notice was eighty
2 days. There is an eighty-day bar date notice in a mass tort
3 case for eighty-nine million people who got notice.

4 THE COURT: Yeah, I think people get a recall notice
5 because their air bag might blow up are a little different from
6 people whose house did blow up. So I mean it's different.

7 MR. KAROTKIN: But that was personal injuries, as
8 well.

9 THE COURT: Well, a few. A very few.

10 MR. KAROTKIN: All right.

11 THE COURT: Most of the Takata airbags were recalled
12 for people like my wife who got a notice saying I've got to
13 take this damn thing in to get it fixed. And she had to stand
14 in line to get it fixed and got it fixed. But, fortunately, it
15 didn't blow up and --

16 MR. KAROTKIN: Fortunately.

17 THE COURT: -- kill her in the meantime.

18 MR. KAROTKIN: Yes.

19 THE COURT: Okay.

20 MR. KAROTKIN: But again, Your Honor, we're talking
21 ninety, ninety-five days for people, actual notice. The notice
22 will go out quickly. It's more than adequate and it's
23 important -- as you said, bankruptcy should be leading this,
24 not dragging this case to conclusion.

25 I'll make a couple of remarks about Mr. Stamer. I'm

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1 not going to argue the exclusivity motion here today. Suffice
2 it to say we will formally respond at the appropriate time and
3 demonstrate why that motion should not be granted.

4 Talk about transparency and notice and cooperation,
5 Mr. Stamer called me two minutes before his motion was filed.
6 So if that demonstrates cooperation and transparency, well so
7 be it.

8 And I will note that in their plan, he complains about
9 nothing being resolved. Nothing is resolved in their plan.
10 They have no deal with --

11 THE COURT: We're not arguing the --

12 MR. KAROTKIN: -- the fire claimants.

13 THE COURT: We're not arguing the exclusivity motion.

14 MR. KAROTKIN: I understand, but I think it's
15 important to make sure the record is clear. And the only
16 settlement in their so-called plan is the settlement we reached
17 with the public entities, so let's leave it at that.

18 So Your Honor, we would ask that you approve the
19 October 21st bar date and our noticing plan so that we can move
20 these cases forward.

21 THE COURT: Mr. Goodman, we talked about, and I said
22 in my order of yesterday, that I was going to decide whether to
23 go with the debtors' plan or whether the TCC alternative should
24 be chosen now or deferred. I mean, is this what I'm -- your
25 view that I'm supposed to now make a choice between one or the

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1 other and that's it?

2 I mean, there's still some of these failings or
3 weaknesses that the debtor pointed out about the Angeion plan
4 and Ms. Cabraser made some arguments, largely in favor of it,
5 but don't you think that my only choice today is to approve the
6 debtors' plan or disapprove it, because there isn't in the form
7 of evidence and opportunity for the debtor to vet a comparative
8 of Angeion as the other choice today. You agree or disagree?

9 MR. GOODMAN: I would say this. I think my
10 understanding is that if the Court determines that there are
11 factual disputes on these issues, it could schedule an
12 evidentiary hearing --

13 THE COURT: Well, we'd never get this done. You'd
14 have -- your motion will be granted by lethargy.

15 MR. GOODMAN: And given that response, obviously, I
16 think we need to get this done today. I think on that point I
17 would come back with this. The debtors, from when they first
18 filed their plan to when they filed their reply brief seven
19 days ago, to what they handed to you this morning and to us
20 this morning for the first time, they've obviously made
21 significant movements --

22 THE COURT: Right.

23 MR. GOODMAN: -- in response to what was filed by
24 Angeion.

25 THE COURT: So the system works in that regard.

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1 MR. GOODMAN: So that was positive news on the day.
2 Obviously, I think that the critical issue for us right now is
3 the bar date in terms of what that date ultimately ends up
4 being. And that, in my view, Your Honor, that's not a -- one
5 statute that I notice isn't cited in anyone's papers is Section
6 363(b). Right. We're not here on the debtors' business
7 judgment. We're here on what is appropriate under the
8 circumstances.

9 THE COURT: No, this is discretion to me, I'm sure.

10 MR. GOODMAN: Correct.

11 THE COURT: So I've got the Notre Dame game. What's
12 the day of the presidential election? Oh, that's November 5th,
13 I believe. Somebody else suggested November 8.

14 MR. GOODMAN: 2020, Your Honor.

15 THE COURT: Presidential election day, hm.

16 MR. GOODMAN: That's 2020, Your Honor.

17 THE COURT: Oh, yeah, that's right. 2020. Wishful
18 thinking. I didn't say that. They'll call for my impeachment,
19 but I can't even be impeached.

20 MR. GOODMAN: We have a range, obviously, before the
21 Court, right. A number or a date in December I think would be
22 very meaningful for the victims of the Camp Fire. Not in terms
23 of the time that that would provide, but I also do believe Ms.
24 Cabraser, and I take her at her word, that there are meaningful
25 changes in terms of activity in the holiday season. If we

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1 could get a date in December, if it's December 1st which is
2 after Thanksgiving, just after Thanksgiving, or December 31st,
3 so that you take the advantage of the December holiday season,
4 I really do believe that that would make a meaningful
5 difference in this case and could result in not just one or
6 two, but potentially several thousand fire victims being able
7 to file claims in this case and participate and be in a point
8 where they can get a distribution.

9 And it's very critical, Your Honor, that we have the
10 sufficient time to implement the notice procedures because if
11 we do it right now, if we get -- if we allow sufficient time
12 and we do a robust notice plan, what that means is on the
13 backend of this case you have fewer issues where people show up
14 and say I didn't know; I didn't hear notice.

15 THE COURT: No, I know.

16 MR. GOODMAN: We're just trying to avoid that. And we
17 think if we do it right on the frontend we're maximizing the
18 likelihood that that's not going to happen. I really
19 appreciate the time and effort the Court has put into --

20 THE COURT: Well, I appreciate --

21 MR. GOODMAN: -- these issues.

22 THE COURT: -- all of your efforts, too. We can joke
23 about things, but this is not a joking matter. It's serious
24 business. Okay.

25 Let me just take one second to get my thought

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1 together, but Mr. Karotkin, I wonder whether, given the time
2 we've put in on this, whether we ought to defer this whole
3 protective order issue to another day. Do you really want me
4 to try to deal with that today? I mean, I won't take a break
5 here until I tell you what my decision is on these two critical
6 issues, but the question is we've been going -- it's twenty to
7 2 and people might want to have some food and take a break.
8 And I'll resume if we think it's productive on the protective
9 order, or we can do it either -- and we don't have to put it
10 over to the next hearing. We can have a phone conference or
11 something else. What do you recommend and the committee?

12 MR. KAROTKIN: Mr. Slack, can answer your question.

13 THE COURT: Yeah, what do you --

14 MR. SLACK: Your Honor, we're okay -- it's been a long
15 day -- putting it off. We wouldn't want to put it off very
16 long, and I would suggest doing it in person given the number
17 of interested parties.

18 And the other thing I can say, Your Honor, is we've
19 made a lot of progress --

20 THE COURT: Right.

21 MR. SLACK: -- in narrowing the issues. So hopefully
22 we can make that presentation to you with even further narrowed
23 issues.

24 THE COURT: Well, Mr. Goodman, are you in charge of
25 this, too? You're pointing to your partner.

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1 MR. GOODMAN: No, I'm not, Your Honor. That would be
2 my partner Mr. Lars Fuller, who's --

3 THE COURT: So Mr. Fuller, do you agree to the changes
4 that the debtors agreed to about this joint statement? I mean,
5 if you are, then we can solve this problem.

6 MR. FULLER: Your Honor, the TCC and the debtors are
7 aligned, I think, with respect to the issues that we were
8 disputing. There's a number of other parties that have weighed
9 in, and so separately, because we have two competing --

10 THE COURT: Yeah.

11 MR. FULLER: -- motions again --

12 THE COURT: Right.

13 MR. FULLER: -- the TCC has communicated with the
14 NextEra objectors. It is not opposed to their proposed
15 language. I don't think we're in alignment with PG&E in that
16 respect. We've also communicated with the state agencies and
17 the federal, the USA.

18 THE COURT: Right.

19 MR. FULLER: We're not opposed to their modifications.
20 I think we are aligned with PG&E on those modifications. We
21 almost need a Venn diagram at this point. But at least with
22 respect to the disagreements that we were having, I think we're
23 aligned.

24 THE COURT: Okay. Yes, sir, let me hear from you.
25 And I promise I want to get this hearing over and resume it or

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1 reschedule it, but --

2 MR. ESSER: Your Honor, good afternoon. Mike Esser,
3 Kirkland & Ellis on behalf of Calpine Corporation. We were one
4 of the objectors to the protective order, and we do have
5 outstanding objections that are not yet as resolved. So we
6 would actually welcome the opportunity to continue to engage
7 with the debtors regarding those objections --

8 THE COURT: Okay, Mr. Esser.

9 MR. ESSER: -- and would encourage --

10 THE COURT: Anyone else? Is there anyone else who
11 thinks I really need to do this today? Because I have a
12 suggestion on how perhaps we can make some progress. And there
13 is a gentleman in the other room, too. So let me take the
14 gentleman at the podium, and then I'll go to the courtroom.

15 MR. FOREMAN: Daniel Foreman, Willkie Farr, on behalf
16 of the ad hoc group of subrogation claimants. We also still
17 have an outstanding objection and echo what was just said.
18 We'll welcome the opportunity to continue to discuss it with
19 the debtors.

20 THE COURT: Okay. In the courtroom? Who's there,
21 please? Can you hear me in the other courtroom?

22 MR. DEGONCALVES: Yes, Your Honor.

23 THE COURT: Okay. What do you want -- sorry, your
24 name, sir?

25 MR. DEGONCALVES: My name is Dario deGoncalves

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1 (phonetic).

2 THE COURT: Oh, yes, sir, I recognize you now that I
3 see you on the side. What do you want to say about the
4 protective order?

5 MR. DEGONCALVES: Well, I did file an objection,
6 limited objection, and nobody's contacted us to discuss it, and
7 nobody contacted us prior to filing either of the motions, and
8 we're open to discussion.

9 THE COURT: Okay. Here's what I propose. What I'd
10 like to do is have Mr. Fuller and Mr. Slack, or whoever's going
11 to do it for the debtor, if you two have agreed, circulate a
12 form of agreed protective order that you think will work, and
13 send it and file it or upload it for me. And I will look and
14 see -- well, what I may do is schedule another hearing. I
15 can't really schedule it today or tomorrow, but if necessary, I
16 probably could do it next week, if necessary. But I don't know
17 that it has to be done that quickly. Or we could have a phone
18 conference. And I am more encouraged that you gentlemen will
19 work it out. Right? Okay?

20 MR. FULLER: Yes, Your Honor. And I think we largely
21 have. I think our only concern is speed and urgency in this
22 context. In particular, we have outstanding discovery, and the
23 protective order is impacting disclosures and --

24 THE COURT: Well, no, it's important, but it's one of
25 those things where it's a protective order, but it's not --

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1 what are we protecting at this point? It's going to be much
2 different when there's a motion to reject or a motion to assume
3 or a motion to do this or motion to do that. I understand, and
4 I appreciate the hard work in trying to get together, and I
5 like some of the progress we made.

6 Again, it's like everything else: I cannot keep up
7 with -- my two law clerks and me and my courtroom staff, we
8 just simply can't keep up with this, the papers coming in
9 constantly. So I have to pick my priorities and, obviously,
10 today's was the higher priority, and I just couldn't know what
11 the outcome was on the protective order yet anyway except that
12 you're about to resolve it, hopefully.

13 So what I get, therefore, and if the OCC has agreed
14 with the form of order, then give me an order that the three
15 principal players have agreed to, and I will set a further
16 hearing if necessary. I might roll it over to the next regular
17 calendar, but I don't want people who are left out or people
18 like the PPAs. Everybody needs to be in the game. But if
19 there's no particular discovery relevant at the moment, then
20 there's no urgency in my mind about resolving the protective
21 order. That's why the two committees and the debtor are the
22 principal players. Which is another way of saying to all of
23 you who are representing other parties, this won't be in
24 concrete. We can adjust it and make different arrangements as
25 appropriate for the needs of any particular constituent. Okay?

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1 All right. Mr. Pascuzzi, back for more?

2 MR. PASCUZZI: I just want to make sure we're going to
3 have a chance to at least look at whatever order they do and
4 respond to it because there's one issue we still have
5 outstanding.

6 THE COURT: No, they are.

7 MR. PASCUZZI: Okay.

8 THE COURT: So I'll repeat it again. What I want TCC,
9 OCC, and debtor is -- their counsel seem to be in agreement --
10 that they submit and go ahead and file it as tentative or
11 proposed, whatever you want to call it, protective order and I
12 won't act on it. It'll go out electronically and, therefore,
13 whether it be Mr. D'Ghataldi (sic) or you, Mr. Pascuzzi, or any
14 other counsel, I will figure out a way, and it might very well
15 be I'll put it on the agenda for our next calendar, which I
16 think is July 9th, isn't it? So July 9th we're due, and the
17 only question that I have to decide is whether there's a reason
18 to try to solve it before then. And I don't really think there
19 is, but if there is we'll try to make it work, okay?

20 MR. PASCUZZI: Thank you, Your Honor.

21 THE COURT: One more person want to be heard?

22 MR. GORTON: Good afternoon, Your Honor. Mark Gorton
23 of Boutin Jones.

24 THE COURT: Oh, Mr. Gorton, again. Good to see you
25 again.

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1 MR. GORTON: Appreciate that. We filed objections on
2 behalf of the Sonoma Clean Power, the Redwood Coast Energy
3 Authority, Pioneer Community Energy, and Valley Clean Energy.
4 They joined our objection. In addition, the objection was
5 joined on behalf of Northern California Power Agency and the
6 City of San Francisco, Clean Power of San Francisco, Monterey
7 Bay Community Power Authority, and the City of San Jose. So we
8 would also like to have an opportunity to engage in that. We
9 are having conversations. We have no objection to a
10 continuance to the 9th of July. We agree with Your Honor: the
11 issue isn't really ripe, if you will, in so far as there's no
12 discovery --

13 THE COURT: Well, Mr. Gorton, again, thank you for
14 coming up. I'll tweak it this way. In the next few days, I'm
15 going to see from the principal players, the three
16 constituents, what they three, those three have agreed on. I
17 will anticipate for you or anyone else who still thinks there's
18 a problem, I'll invite it to be up for further discussion on
19 the 9th of July when we have a regular calendar.

20 MR. GORTON: Very good.

21 THE COURT: And there's nothing I can do about the
22 fact that we've all, all of you have put in so many hours today
23 for what seemed to be a simple question; obviously, it's not a
24 simple question. It's very important, and I'm glad we took the
25 time to do it.

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1 MR. GORTON: Thank you, Your Honor.

2 THE COURT: All right.

3 MR. LEBLANC: Andrew Leblanc on behalf of the
4 committee. Just one proposed tweak to what Your Honor just
5 said. As between the TCC, the official committee, and the
6 debtor, we've agreed on the form that the debtor's prepared to
7 submit. We would like it entered, though, because there is --
8 as between us, there is exchange of information going on
9 currently that is governed by just --

10 THE COURT: Okay. Well, let's make it -- maybe on its
11 face to say this is just as to these two parties for these
12 purposes.

13 MR. LEBLANC: That's exactly what I would suggest,
14 Your Honor. And then we're more than happy to try to work in
15 whatever -- because the effort was to make this a universal
16 protective order. We can do that between now and the 9th and
17 then take up those issues on the 9th. But I think for our
18 purposes, it's important to get it entered as soon as possible.

19 THE COURT: I think we should have a quiz for
20 everybody. Ms. Finegan has really impressed me today, and I
21 think what we'll do is we'll do for all the lawyers who are
22 fighting about protective orders, we're going to have a
23 Facebook page and Instagram, and we're going to stream online.
24 And so you're going to be polled on your iPhone and your Apple
25 watches on how you vote on the things. And I will be watching

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1 the Notre Dame game at the same time. All right.

2 MR. LEBLANC: Thank you, Your Honor.

3 THE COURT: I appreciate the fervor and the energy and
4 the activities of both committees and all the experts that came
5 and helped me today. And this is not a science, and I
6 appreciate from the Finegan declaration and the other
7 declarations on both sides that there's more to the science of
8 what those professionals do than I had any exposure to.

9 But this comes down to just going with what feels
10 right. My instincts tell me that whereas many of the arguments
11 that Ms. Cabraser and others talked about in terms of the
12 emotions and the trauma and so on, I am not unsympathetic, but
13 I simply don't believe that, given the circumstances, it would
14 be appropriate for me to start to second-guess these things.
15 And so if I were just going to use a crystal ball and go with
16 what felt right I might pick a different date, but I can't do
17 that. I have to stick with the debtors' proposal here and hope
18 for the best.

19 And obviously, if there's some reason, as much as I
20 hope this won't happen, to revisit it as we approach October
21 21st, if for some reason there's a need to extend that out, I
22 guess I'll deal with it at that time. But for now the proposal
23 that the debtor has supplemented frequently, including today,
24 will be approved, and the deadline and the claims bar date of
25 October 21st will be what I'll order.

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1 Again, this is not -- this is my discretionary call
2 based upon the factors. It is not a call that is a disapproval
3 of Angeion or criticism of Angeion or TCC lawyers. It's going
4 with something that works and is likely, in my mind -- and Ms.
5 Cabraser may have a slightly different view -- it's faithful to
6 what the Supreme Court in Mullane and everywhere else has told
7 us. And if I knew it were precise and I knew that we could
8 bring one more claimant into the field of those who are going
9 to get the benefit and have lost property or homes or loved
10 ones but for the deadline, I would change the deadline. But
11 there's no way that I can do that.

12 So I will stick with the debtors' judgment on this one
13 and approve the October 21 bar date, provided that the debtor
14 then acts consistently with what Mr. Karotkin said about the
15 timing.

16 So I'm looking at the piece of paper that I set aside
17 somewhere, his timeline that talks about when the notices will
18 be going out. And I believe his -- I set it aside, but it's
19 July 15th seems to be the day that things start to go. And if
20 for some reason the system breaks down or Prime can't make it
21 happen and that date has to get changed, I might have to
22 revisit this.

23 So the admonition here is to get moving on that
24 schedule so that the methodology, what the experts call the
25 frequency and the -- what's the other word --

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1 UNIDENTIFIED SPEAKER: The reach, Your Honor.

2 THE COURT: The reach, that's right. The reach. I
3 used to think that was a sailing term, but the reach and the
4 frequency get going and the many, many victims get the due
5 process for them.

6 So thank you all for your time. Court will stand
7 adjourned.

8 (Whereupon these proceedings were concluded at 1:53 PM)

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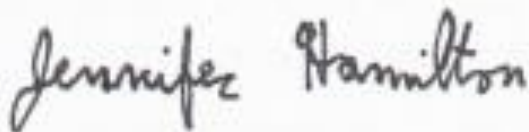
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C E R T I F I C A T I O N

I, Jennifer Hamilton, certify that the foregoing transcript is
a true and accurate record of the proceedings.



/s/ JENNIFER HAMILTON

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Phoenix, AZ 85020

Date: June 27, 2019

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